

City Hall
80 Broad Street
January 10, 2017
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Mitchell
2. Approval of Minutes:
 - a.) December 20, 2016
3. Police Department: Approval to submit the FY17 State Justice Assistance Grant (JAG) application for Forensic photographic training, equipment, and supplies for \$32,557. A cash match of \$3,257 is required. This will be budgeted for in 2018.
4. Planning: Approval to establish a contract in the amount of \$493,800 for the West Ashley Master Plan with Dover, Kohl & Partners, 1571 Sunset Drive, Coral Gables, FL 33143; Solicitation #16-P026C.
5. The License Committee: (Meeting was held January 10, 2017 at 3:00 p.m. City Hall, 80 Broad Street)
 - a. An ordinance to amend the Business License Ordinance for the City of Charleston to reinsert the longstanding business license exemption for owners of four or fewer residential dwelling units that was inadvertently left out when the City changed over from using the SIC code system to the NAICS code system.
6. The Committee on Real Estate: (Meeting was held January 10, 2017 at 3:45 p.m. City Hall, 80 Broad Street)
 - a. Consider the following annexations:
 - i. 1648 Folly Road and 1614 Grimball Road Extension (TMS# 427-00-00-022; and 427-00-00-021) 1.86 acres, James Island (District 6)
 - ii. 1991 Holliday Street (TMS# 355-15-00-101) 0.20 acre, West Ashley (District 2)

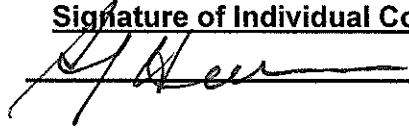


COMMITTEE / COUNCIL AGENDA

3.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: POLICE DEPARTMENT - SC DEPARTMENT OF PUBLIC SAFETY
REQUEST: To approve the submission of FY17 State Justice Assistance Grant
(JAG) application for Forensic photographic training, equipment,
And supplies for \$32,557.

COMMITTEE OF COUNCIL: W&M DATE: January 10, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

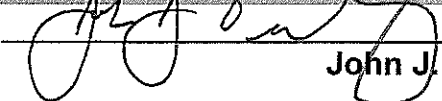
Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

A cash match of \$3,257 is required. This will be budgeted for in 2018.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
Office of Highway Safety and Justice Programs
Justice Assistance Grant Program

Grant #
App #

To Be Completed by Project Director

Section 1

County Name:

Other county/counties this project will serve:

Section 2

Grant Period:

Begin:

End:

Section 3

Project Title:

Section 4

Project Summary (max. 300 characters):

The purpose of this project is to improve crime scene and evidence photography by replacing aging equipment, acquiring new equipment, and by training staff.

Section 5

Type of Application

a.

b. Year of Funds :

Other: (Specify)

c.

Section 6

a. Organization Type :

Other: (Specify)

b. U. S. Congressional District

Section 7

Agency DUNS number*:
(fedgov.dnb.com/webform)

Has your agency registered with Central Contractor Registration (CCR)?* **Yes**
(www.sam.gov)

For **Central Contractor Registration (CCR)** handbook click [here](#).

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN:

Agency Name
Address
City
State

(Please use the Name/Address
above instead of this field)
Name and Address of Implementing
Agency

10 Digit Zip
(Area) Phone #:
(Area) Fax #:

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Contractual Services	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Travel	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Equipment	<input type="text" value="\$12,154"/>	<input type="text" value="\$1,351"/>	<input type="text" value="\$13,505"/>
Other	<input type="text" value="\$17,146"/>	<input type="text" value="\$1,906"/>	<input type="text" value="\$19,052"/>
TOTAL:	<input type="text" value="\$29,300"/>	<input type="text" value="\$3,257"/>	<input type="text" value="\$32,557"/>
b. PERCENTAGE:	90 %	10 %	100 %

Section 9

APPROPRIATION OF NON-GRANTOR
MATCHING FUNDS 

Other (Explain):

MATCHING FUNDS

CATEGORIES

GRANTOR

CASH

TOTAL

PERSONNEL

SALARIES

% of Time

Position Title

On Project

Quantity

			\$0	\$0	\$0
--	--	--	-----	-----	-----

TOTAL SALARIES:

\$0	\$0	\$0
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EMPLOYER CONTRIBUTIONS (Fringe Benefits)

% or Rate

X Base

Social Security & Medicare (FICA)

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--

\$0

\$0

\$0

Retirement

--

--

\$0

\$0

\$0

Worker's Compensation Insurance

--

--

\$0

\$0

\$0

Unemployment Insurance (on first \$7,000 only)

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\$0

\$0

\$0

Health Insurance

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\$0

\$0

\$0

Dental Insurance

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\$0

\$0

\$0

Pre-Retirement Death Benefit

--

--

\$0

\$0

\$0

Accident Death Benefit (Police Officers)

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--

\$0

\$0

\$0

Other Employer Contributions (Itemize)

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\$0

\$0

\$0

TOTAL EMPLOYER CONTRIBUTIONS:

\$0

\$0

\$0

TOTAL PERSONNEL:

\$0	\$0	\$0
-----	-----	-----

CONTRACTUAL SERVICES:

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

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\$0

\$0

\$0

TOTAL CONTRACTUAL SERVICES

\$0	\$0	\$0
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TRAVEL:

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

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\$0

\$0

\$0

TOTAL TRAVEL:

\$0	\$0	\$0
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Show Section 2-A Disabled

MATCHING FUNDS**CATEGORIES**

GRANTOR

CASH

TOTAL

EQUIPMENT (\$1,000 or more per Unit):

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased, rented items or software)

ITEM	QUANTITY			
Creative Pen & Touch Display with Stand	2	\$5,930	\$659	\$6,589
Digital Cameras with Forensic Light Sources	2	\$6,224	\$692	\$6,916
TOTAL EQUIPMENT:		\$12,154	\$1,351	\$13,505

Other:

Crime Scene & Evidence Photography Course Registration	6	\$3,861	\$429	\$4,290
Crime Scene Cameras	10	\$6,900	\$767	\$7,667
Lithium Ion Batteries	10	\$485	\$54	\$539
Macro Lenses	10	\$5,900	\$656	\$6,556
TOTAL OTHER:		\$17,146	\$1,906	\$19,052

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided

EQUIPMENT:

Creative Pen & Touch Display with Stand (2 Count)

The Creative Pen and Touch Displays are needed in support of graphic design projects, 2D and 3D crime scene and accident reconstruction as well as complex video and image editing and enhancement. The Forensic Services Division requests funds to purchase 2 Creative Pen & Touch Displays and their stands for its 2 full-time digital/video examiners. These 2 forensic employees perform forensic image and video enhancement/analysis, and crime scene sketching using Aras 360 software. The Creative Pen and Touch Displays allow the employee to edit more efficiently, with greater precision and control.

Digital Cameras with Forensic Light Sources (2 Count)

In support of the City of Charleston Police Department's initiatives against domestic violence and elder abuse, the Forensics Services Division requests funding for 2 digital cameras with forensic light sources for its forensic crime scene personnel. Technological improvements can now integrate light sources with the digital cameras. The Forensic Services Division would like to leverage this technology to improve the amount and quality of evidence collected from a victims and crime scenes. It would be particularly useful for documenting bruises, wounds, bite marks and biological evidence on victims of violent crime and physical abuse.

OTHER:

Crime Scene & Evidence Photography Course Registration (6 Count)

Funds are requested to register at least 6 out of the 10 Crime Scene Investigators for this 3-day on-site course.

The course would provide hands-on lessons for personnel to learn how to capture the best photographs for investigations. A sample flyer is attached.

Crime Scene Cameras (10 Count)

Funds are budgeted to purchase 10 crime scene cameras for the 10 Crime Scene Investigators (CSI). The cameras would replace the 2005-2009 D80 and D5000 generation of cameras in the CSI's current inventory. The desired cameras would have a 24.1 megapixel sensor, 51 points of focus and better low-light conditions, better battery life, and better protective, waterproof casing.

Lithium Ion Batteries (10 Count)

Every Crime Scene Investigator must carry a backup battery for his/her camera. These are not included with the camera.

Macro Lenses (10 Count)

Macro lenses are a photographic accessory that extremely useful for crime scene photography both in the field and in the laboratory. These lenses enable a CSI to take pictures of trace evidence that is extremely challenging to capture with a traditional lens. For instance, hairs and fibers on upholstery or weapons can be photographed clearly with a macro lens. These lenses are ideal for photographing fingerprints recovered through processing in the field or the lab. Sometimes evidence is attached to a larger object that can't be moved (paint scrapes on a telephone pole, bullet holes on a building façade). This type of evidence is best documented through macro photography.

BUDGET NARRATIVE (Continued)

GRANT NO.

Page 6

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form. Please enter "NA" in the boxes

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$300,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Accounting - Grants, D1
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning Ending
2. Audit will be submitted to Accounting - Grants by:
(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance OMB A-133. Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

1) PROBLEM STATEMENT: First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data, and cite the source and date of your information. Prior data may be used to show changes in the magnitude or severity of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Second, identify your existing efforts, current resources and programs being utilized to deal with the problem.

PROBLEM STATEMENT:

The Forensic Services Division [SEE: Org. Chart] is faced with a problem of aging, outdated photography equipment and new Crime Scene Investigators who lack specialized training in forensic photography. Due to budget constraints from the past 3 natural disasters, managing the security for numerous presidential candidates, and managing the security for the Mother Emanuel Church massacre, the Police Department's non-mandatory expenditures are limited. The Charleston Police Department needs additional support to maintain the Forensic Services Division's inventory and training.

Problem #1: Aging & Outdated Equipment

The Forensics Services Division manages 10 Crime Scene Investigators (CSI's) and 2 Audiovisual/Photography employees. Crime Scene Investigators are responsible for responding to crime scenes to document the scene, collect evidence, and reconstruct the events that occurred. Photography is the primary means of crime scene documentation and is performed at nearly every call for service. CSI's capture approximately 19,000-22,000 images annually while operating in a multitude of challenging environments that can take its toll on sensitive equipment.

The CSIs have an antiquated inventory of digital cameras. They are assigned various Nikon cameras, 8 of which are antiquated 2005-2009 models. The division can generally phase in 2-3 new models per year but recent events have constrained their budget. If awarded, the Project Director would replace the older model D80s and D5000s with new versions which offer vastly significant improvements at minimal cost and offer significant improvements in image quality.

The following are the additional or improved capabilities that new camera models will give CSI's:

- Resolution: 24.1 megapixels vs. 10.2, 12.9, and 16.2 megapixels.
- Focusing sensors: 51 focus points vs. 11 focus points.
- Magnesium alloy body vs. plastic bodies.
- Outstanding high and low ISO performance in all file types.
- Dual SD memory card slots.
- Battery life extended by 60% over current capabilities.
- 100% viewfinder coverage vs. current 85-95% viewfinder coverage.
- 30% brighter LCD viewing screen.
- Greatly improves low light/high ISO performance.

In addition, each of these cameras will be outfitted with a macro lens to permit capture of close-focused images of trace evidence and latent fingerprints.

Furthermore, the Forensics Services Division's Crime Scene Investigators are interested in adding a new tool to their photography arsenal. There are new digital cameras on the market with built-in forensic light rings. The light rings has a series of bright white, UV 395nm and 470nm blue LED lights that provide 360 degree shadow free lighting. These cameras eliminate the need for mounting or holding an external alternate light source; thereby freeing the hands of the photographer while still providing the bright 470 nm light that is desired for proper fluorescence of biologicals. These camera systems would be particularly useful for providing 470nm light that is optimal for documenting bruises, wounds, bite marks and biological evidence on victims of violent crime and physical abuse. The combination of digital photography with forensic lighting provides more sensitivity than traditional visible light methods. Therefore, it increases the amount of evidence uncovered and the quality of the evidence photographed and collected.

In addition, there are also new interactive editing tools on the market. The Forensic Services Division would like to leverage this technology to improve the amount and quality of evidence collected from a scene. The creative pen displays are needed in support of graphic design projects, 2D and 3D crime scene and accident reconstruction as well as complex video and image editing. The systems offer significant advantages over a standard vertical non-

interactive monitor and mouse arrangement including greater precision and control, efficient and streamline workflow, ability to work faster and with more fluidity, and reduction in repetitive stress injury. In June 2014, the Forensic Services Division began providing video and image analysis and enhancement. Acquisition of the creative pen displays is the next step in support the Police Departments ongoing initiatives to combat violence against persons, particularly women and elderly. It would also be an easier media to work with when documenting bruising, in comparison to body camera footage. Lastly, this technology would enable the Forensic Services Division to provide information in a form that is most useful for advancing investigations and presentation in the courtroom.

Problem #2: Need for Specialized Training

Some may consider photography more of an art than a science, but well taken crime scene photographs can aid scientists, investigators and members of the court in their search for the truth. This makes photography a critical skill for crime scene investigators. Forensic photography presents a unique set of challenges both in the field and in the laboratory. Evidence is often transient, present in trace amounts, invisible under normal lighting conditions or transient. On scene photographers face similar challenges as well as insufficient lighting or backlit compositions.

Maturing into a confident and valuable crime scene investigator occurs over time with a combination of training and experience. The Forensic Services Division seeks to address the training component of this maturation process through formal forensic photography training. Six of the ten investigators assigned to the Crime Scene Unit have not had any formal training in crime scene photography. Due to budget constraints and mandatory training/accreditation requirements, the Forensic Services Division must look for outside support to develop its staff.

If awarded, the Project Director would schedule an on-site training in Crime Scene & Evidence Photography for at least 6 employees [SEE: Training Brochure]. By increasing the CSI's knowledge, skills, and abilities, the investigators would benefit from more consistent, quality photographic evidence.

ABOUT THE CITY:

Overview:

An estimated 133,579 residents live within the corporate limits of the City of Charleston (2015 "Fast Facts") – making her the 2nd largest and fastest growing city in South Carolina. The Charleston Metropolitan Statistical Area (MSA), comprising Charleston, Berkeley, and Dorchester Counties (Tricounty area), has a population of over 712,000. The City of Charleston Police Department's (CPD) jurisdiction covers 131 square miles of territory in Charleston and Berkeley counties. Residents of the Tricounty area commute to the City of Charleston for work, business, recreation, and worship on a regular basis. Additionally, the City of Charleston has been named the #1 city to visit in the United States by Conde Nast and Travel & Leisure magazines for the past 3 years. This distinction has rapidly increased the city's tourism and urbanization, drawing over 5 million visitors annually.

Finally, the distinction has contributed to increased overall growth. Charleston is 1 of 3 fastest growing metropolitan areas on the Atlantic coast.

Forensic Services Accreditation:

The Forensic Services Division's records and procedures are guided by accreditation standards. The lab was accredited by the American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD/LAB) in 1998 and has maintained that accreditation without a problem or interruption ever since. In May 2014, the Forensic Services Division achieved ASCLD/LAB-International. In addition, the members of the Forensic Services Division hold individual certifications from the International Association for Identification (IAI) and the American Board of Criminalistics (ABC). The laboratory does not carry a significant backlog.

PROGRAM NARRATIVE

PROJECT PURPOSE: First, describe the broad goals of your project. Then describe a specific plan for conducting the project and a rationale for the tasks and activities to be employed to address the problem outlined on Page 7.

Project Goals:

The goals of this project are to:

1. Strengthen CPD investigations with better photographic evidence.
2. Improve the knowledge, skills, and abilities of Crime Scene Investigators.

Project Plan:

Overview:

The Charleston Police Forensic Services Division is tasked with the identification, collection, documentation and analysis of evidence in the field and in the laboratory. The Crime Scene Unit, a component of the Forensic Services Division, is staffed by 10 employees and provides coverage 24 hours per day. In addition, there are 2 digital examiners who are responsible for the examination of digital media as well as video and image enhancement. If awarded, the CPD would purchase the camera, pen displays and supplies. While the order is being processed, the Project Director would schedule the on-site crime scene photography training. Employee selection for this training would prioritize those individuals in need of professional development, those who are new to the unit, or both. The CPD supply unit would maintain inventory records of the grant equipment. The CPD training division would maintain records of employee training certifications. The Quality Manager will maintain training evaluation records. The Project Director's analysis of the project will be included in the semiannual and final report.

Procurement:

The City of Charleston Office of Procurement will purchase the equipment and supplies according to established local, state and federal guidelines. The equipment does not require specialized installation. The Grants Coordinator and Project Director will work together to comply with SCDPS procurement guidelines. All equipment and supplies will be inventoried and labeled prior to issuance.

Reporting:

All justice-related grants are managed with the CPD Grants Coordinator who is charged with donor communications, asset management, progress reporting, and monitoring. The City has designated a Senior Grants Accountant that tracks grant-related expenses and prepares financial reporting. The Senior Accountant and the Grants Coordinator will file the reporting for this project.

PROGRAM NARRATIVE

PROJECT OBJECTIVE(S): Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the Problem Statement and Project Purpose outlined on Pages 7 and 8.

Objective #1: Replacement of aging Crime Scene inventory with 10 new digital cameras.

Objective #2: Increased the knowledge, skills, and abilities of Crime Scene Investigators.

Objective #3: Better quality photographic evidence for investigations.

PROGRAM NARRATIVE

PERFORMANCE INDICATOR(S): State exactly how each objective will be measured. **Performance indicators must be matched to each specific program objective on Page 9** (i.e., if there are 5 objectives, then there must be 5 corresponding performance indicators). Performance indicators are based on quantitative (numbers) and qualitative (opinions organized in meaningful ways) data gathering procedures which evaluate and document your project.

Indicator #1.1: Number of cameras purchased and replaced.

Data Source: Procurement and inventory records.

Indicator #2.1: Number of staff members trained.

Data Source: Training certificates for each staff member.

Objective #3: Qualitative assessment of photographic evidence, including photographs with forensic lighting.

Data Source: Project Director's qualitative evaluation or, survey responses to Forensic Services and investigative staff.

PROGRAM NARRATIVE

PROJECT EVALUATION: This requirement is to: (1) establish an evaluation plan or process to assess the impact of your project on the drug and violent crime problem in your jurisdiction, (2) conduct the evaluation during the grant funded period, and (3) submit a formal written evaluation report at the close of the grant period. The purpose of evaluating each project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. The plan or process must describe how the evaluation will be accomplished and must describe the range of activities that will serve as vehicles for obtaining general qualitative and specific quantitative information. **The plan or process must be completed and submitted on this page.**

The Forensic Services Director will serve as the Project Director for this program. Each objective will be evaluated by the Project Director using the performance indicators listed in this grant application.

Acquisition:

The Grants Compliance Manager will monitor progress and evaluate CPD compliance with the grantor's procurement guidelines and reporting requirements, detailed in the grant award and in 2 CFR 200.

Evaluation:

The Director will conduct a comparative evaluation of the photographic quality before and after the acquisition of the cameras and training. If the indicators listed previously describe a positive outcome, the project will be deemed a success. This evaluation would be performed on a semiannual basis.

PROGRAM NARRATIVETotal Population for county(ies): Or City/Town: Site source of information **Agency Information: (for Law Enforcement Agencies ONLY)**Number of regular full-time officers in
implementing agency: Number of regular part-time officers in
implementing agency: Number of reserve officers in
implementing agency: **Total number of personnel in
implementing agency:**

GRANT-FUNDED PERSONNEL TRAINING: A formal training plan should be prepared for grant-funded personnel to provide qualification training necessary to adequately implement the first year of the grant project. For continuation grant projects, sustainment-training needs are encouraged and expected. Cite the training plan and training courses below.

This application does not request personnel. Therefore, no training plan is included.

PROJECT CONTINUATION POTENTIAL: Explain how the project activity will be continued after federal assistance is no longer available.

This project is a one-time investment that will require no additional maintenance or annual subscriptions. The training provided under this project would support the professional development and investigative contributions of Crime Scene Investigators for years to come. The City will adhere to SCDPS and federal guideline regarding the maintenance and retention of federally-funded assets.

Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)			
		1	2	3	4
		Qtr	Qtr	Qtr	Qtr
Acceptance of grant and compliance with special conditions.	Grants Coordinator	X			
Select vendor and prepare procurement documents.	Project Director	X			
Purchase the equipment & supplies; inventory & assign items.	Project Director		X		
Schedule on-site crime scene photography training.	Project Director		X		
Employees complete crime scene photography training.	Crime Scene Investigator			X	
Close out grant.	Grants Coordinator				X

The implementation schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. This schedule will be used to reflect the actual activities, dates, etc. in the "Implementation Actual Time Frame" section when the grant project is monitored.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

1. Availability of Federal Funds: This grant award is contingent upon availability of federal funds approved by Congress.

2. Applicable Federal Regulations: The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.

4. Audit Requirements: The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the State Funding Agency (SFA) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. **The State Funding Agency (SFA) will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.**

5. Civil Rights Compliance: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, and; the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. Depending on the funding source, the subgrantee must be in compliance with the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 1974 and the Victims of Crime Act of 1984, or other applicable DOJ program statutes which provide funding from the SFA to the subgrantee. Subgrantees are also subject to the provisions of Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38; Exec. Order No. 13,559, 75 Fed. Reg. 71,319 (Nov. 17, 2010 – Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations), and; Ex. Order No. 13,279, 67 Fed. Reg. 77,141 (Dec. 12, 2002 – Equal Protection of the Laws for Faith-Based and Community Organizations). All grant-funded personnel, and their supervisors, shall view the civil rights training presentation located at www.scdps.gov/ohsjp within the first quarter of each grant award.

6. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below:

a. Advice: No official or employee of a state or unit of local government or of non-government grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate

family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

b. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; or
- 5) Affecting adversely the confidence of the public in the integrity of the government or the program.

7. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

8. **Non-Supplanting Agreement:** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

9. **Project Implementation:** The Subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first quarterly report.

10. **Written Approval of Changes:** Any changes to this subgrant, which are mutually agreed upon, must be approved, in writing, by the SFA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

11. **Contract Approval Requirements:** The Subgrantee must receive approval of all contract agreements for services and products from the SFA prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the SFA prior to payment or within 30 days of signature, whichever comes first.

In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

12. **Individual Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

13. **Dual Employment Compensation:** Dual employment compensation must be approved by the SFA prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the SFA.

14. **Sole Source Procurement:** Use of sole source procurement is discouraged. Sole source purchases will be awarded **only under exceptional circumstances** and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit **prior written approval** of the SFA.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

15. Bidding Requirements: Bidding must be done in accordance with SCDPS procurement procedures. These procedures are posted online at www.scdps.gov/ohsjp/oag.asp.

16. Personnel and Travel Costs: Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. Travel costs must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes must be submitted with the application which provide mileage and per diem rates.

17. Rental Cost: The SFA will only pay the grant portion of rental costs. Grant participation in mortgage payments is unallowable. Prior to final approval of rental costs, a copy of the lease agreement must be provided to the SFA as well as the total square footage included in the rental agreement and the amount of square footage requested to be funded under this grant. The Subgrantee must request approval, in writing, when:

a. The total rental space requirement, including space for files, conference, mail, supply, reproduction and storage rooms, is in excess of 150 square feet per employee. Space required for intermittent and/or part-time employees may be included in the space requirement.

b. The rental charge exceeds \$10 monthly per square foot. The subgrantee must certify in writing that the requested rental charge is consistent with the prevailing rates in the local area and shall maintain documentation in its files to support such a determination.

18. Obligation of Grant Funds: Grant funds may not, without advance written approval by the SFA be obligated prior to the effective date of award or approved revision. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

19. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit.

Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter.

Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

20. Recording and Documentation of Receipts and Expenditures: Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

21. Financial Responsibility: The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the Office of Highway Safety and Justice Programs guideline manual entitled, "Financial and Administrative Guide for Grants."

a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c) The accounting system should provide accurate and current financial reporting information.

d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

22. Reports: The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the SFA may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.

23. Program Income: All program income generated by this grant during the project must be reported to the SFA quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the SFA.

24. Retention of Records: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

25. Property Control: Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the SFA a copy of the Property Control Record Form (provided by the SFA) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the SFA and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the SFA prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the SFA immediately.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

26. Performance: This grant may be terminated or fund payments discontinued by the SFA where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the SFA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the SFA, the subgrantee shall reimburse the SFA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the SFA for payments made.

27. Deobligation of Grant Funds: All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the SFA.

28. Project Evaluation Report: The formal evaluation report must be received by the SFA not later than 45 days after the end of the grant funding period. The report is in addition to the cumulative Final Progress Report also due 45 days after the end of the grant funded period.

29. Copyright: Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SFA purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant; and,
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. Cash Depositories: Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. Furniture Purchase Requirements (For State Agencies Only): The SFA requires that furniture funded by the grant (both grantor and match) be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items.

Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The maximum limit applies to Grantor funds and Match funds and any combination of the two. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.

32. Americans with Disabilities Act of 1990 (ADA): The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

33. Compliance With Section 504 Of The Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

34. Utilization of Minority Businesses: Subgrantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

35. Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the SFA requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the SFA.

36. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

37. Debarment Certification: The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

- a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is a cumulative amount from all federal funding sources).
- b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

38. Drug-Free Workplace Certification: This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, **require certification by state agency subgrantees** that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act **requires certification by all subgrantees receiving \$50,000 or more.** The Certification is a material representation of fact upon which reliance will be placed when the SFA determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

39. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and,
- b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

40. Publications: The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Formula Grant #_____, (refer to the Grant Award for the Federal Formula Grant Number which can be found immediately after the CFDA No.) awarded by the Bureau of Justice Assistance, U.S. Department of Justice through the South Carolina Department of Public Safety. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U. S. Department of Justice."

The subgrantee also agrees that one copy of any such publications will be submitted to the SFA to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. The SFA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

41. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

42. Non-Profit Organization Special Requirement: In accordance with the revised OMB Circular A-110, effective February 10, 1987, non-profit organizations shall maintain advances of federal funds in interest bearing accounts. Interest amounts earned on all advances of Federal grant funds up to \$250 per fiscal year may be retained by the recipient for administrative expense. This amount is not per award but from all funds received as a result of Federal programs. Annually remit interest earned (over and above the \$250 per fiscal year) on advances of Federal grant funds to the United States Department of Health and Human Services, Division of Payment Management Services, Post Office Box 6021, Rockville, MD 20852. In order to simplify compliance with this requirement, we suggest that the subgrantee have a separate bank account for funds received under this grant.

43. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the SFA Guidelines or "Special Conditions" placed on the grant award.

44. Compliance Agreement: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a "Stop Payment" being placed on the grant.

45. Higher Education Institutions: Where cash match is required subgrantees must show the applicable percentage match for each line item entry on the respective budget pages. An exception is made for institutions of higher education operating in accordance with OMB Circular A-21. In those instances the subgrantee may show an aggregate, bottom line match rather than a line item match. However, eligible applications utilizing this option must document in their Request For Payments some amount of match on at least a quarterly basis. They also must fulfill the total match amounts required under the grant prior to disbursement of the final payment from the Department of Public Safety to the subgrantee.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

46. Suspension or Termination of Funding: The SFA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

- a. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Block Grants Program Guidelines issued thereunder, or other provisions of Federal Law.
- b. Failure to adhere to the requirements, standard conditions or special conditions.
- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- d. Failure to submit reports.
- e. Filing a false certification in this application or other report or document.
- f. Other good cause shown.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

47. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No monies from this award may be obligated to support meth lab operations unless the grantee implements this special condition.

The Office of Highway Safety and Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental Assessment (Assessment) governing meth lab operations. The Assessment describes the adverse environmental, health, and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions apply to the grantee for any OJP funded meth lab operations:

- A. The grantee shall ensure compliance by OJP funded sub-grantees with federal, state and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
- B. The grantee shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition.
- C. The grantee shall monitor OJP funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special condition in all subgrants: (See below)
 - 1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
 - 2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
 - 3. As determined by their specified duties; equip the personnel with OSHA required protective wear and other required safety equipment;
 - 4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
 - 5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from site(s) of each seized laboratory;
 - 6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
 - 7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;
 - 8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
 - 9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

48. Active DUNS number and Central Contractor Registration (CCR) registration required for federal reporting purposes

A DUNS number is required following an award: A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information. The DUNS number will be used throughout the grant life

cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1-866-705-5711 or by applying online at fedgov.dnb.com/webform. Individuals are exempt from this requirement.

Central Contractor Registration (CCR) is required following an award: A CCR is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards. Please note that the term "assistance awards" includes grants, cooperative agreements, and other forms of federal assistance. Whether applying for assistance awards, contracts, or other business opportunities, all entities are considered "registrants". For **Central Contractor Registration (CCR) handbook** [click here](#).

49. All recipients of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any awards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipients.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SFA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING:

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR -

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees -

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs, and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE. As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees -

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO.

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Agency:

Mailing Address:

City:

State:

10 Digit Zip:

Phone Number:

Fax Number:

E-Mail Address:

Signature:

Bonded: **Yes**

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this grant application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Agency:

Mailing Address:

City:

Charleston

State: South Carolina

10 Digit Zip: 29401-2901

Phone Number: 843-579-7596

Fax Number: 843-720-3901

E-Mail Address: whartona@charleston-sc.gov

Signature:

Bonded: **Yes**

JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO.

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Agency:

Mailing Address:

City:

State:

10 Digit Zip:

Phone Number:

Fax Number:

E-Mail Address:

Signature:

Bonded: **Yes**

*** NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.

REQUEST FOR GRANT EXTENSION AND/OR REVISION

Date:

SUBGRANTEE :

GRANT TITLE :

Type of Request:

☐ Programmatic Revision

☐ Budget Revision:

☐ 1. REQUEST FOR EXTENSION

Last Approved Grant Period:

Begin Date:

End Date:

Proposed Grant Period:

Begin Date:

End Date:

Section 1a.

JUSTIFICATION FOR PROPOSED EXTENSION:

☐ 2. REQUEST FOR BUDGET AND/OR PROGRAMMATIC REVISION

Specific Area(s) to be revised	Current Approved Federal Amount	Requested Amount	Difference	
			(+)	(-)
Personnel	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Contractual Services	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Travel	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Equipment	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Other	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Total	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	

JUSTIFICATION FOR THE REQUESTED REVISION:

PAGE NUMBER(S) OF REVISED
GRANT PAGES:

3. SUBGRANTEE GRANT OFFICIAL:

Print Name:

Signature:

(Signature not required for Electronic Submissions)

FOR STATE FUNDING AGENCY ONLY:

Senior Accountant

Date

Initial

Program Coordinator

Date

Initial

Availability of Funds:

Date

Initial

Comments:

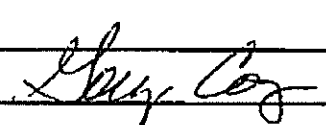
4.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jacob Lindsey DEPT. Planning
SUBJECT: WEST ASHLEY MASTER PLAN
REQUEST: Approval to establish a contract for the West Ashley Master Plan with Dover,
Kohl Partners, 1571 Sunset Drive, Coral Gables, FL 33143.
Solicitation #16-P026C.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 10, 2017

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
PPS	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 415000 Account #: 52204

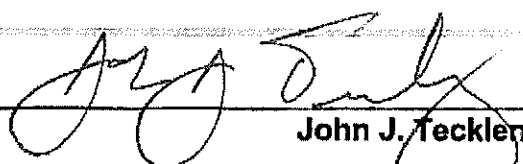
Balance in Account \$590,361.⁰⁰ Amount needed for this item \$493,800.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Ranking-Sheet

West Ashley Master Plan RFP

Solicitation #: 16-P026C

November 2, 2016

Firm	Scores of Scorers								Total Score
Design Collective	4	2	3	4	4	2	4		23
Dover, Kohl & Partners	1	3	1	1	2	4	1		13
Goody Clancy	3	1	4	2	3	3	2		18
Urban Design Associates	2	4	2	3	1	1	3		16


Buyer

11/2/16
Date


Witness

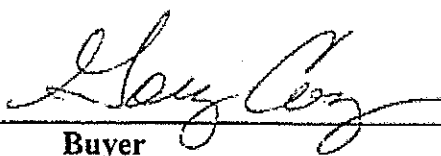
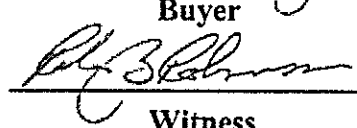
11/2/16
Date

Score-Sheet

West Ashley Master Plan

Solicitation #16-P026C – Date: October 18, 2016

Firm	Scores of Scorers								Total Score
Design Collective	85	95	95	80	82	90	80		607
Dover, Kohl & Partners	90	90	95	92	89	97	80		633
Goody Clancy	100	80	90	80	84	95	85		614
Kimley Horn	45	45	75	40	73	73	65		416
Looney Ricks Kiss	50	45	60	40	80	60	65		400
Metrocology	65	60	82	60	76	79	75		497
NBBJLP	35	50	60	40	75	20	65		345
Stantec	60	85	80	40	86	76	75		502
TSW	55	65	90	80	66	96	75		527
TY Lin	50	45	60	40	69	16	65		345
Urban Design Associates	95	60	90	80	84	82	75		566

 Buyer	<u>10/27/16</u> Date
 Witness	<u>10/18/16</u> Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND DOVER, KOHL & PARTNERS FOR
WEST ASHLEY MASTER PLAN**

THIS AGREEMENT is entered into this _____ day of _____, 20____ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Dover, Kohl & Partners (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the West Ashley Master Plan in accordance with Solicitation #16-P026C. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #16-P026C (the "Request for Proposal") to include Exhibits A-M
Exhibit B: Addenda to Solicitation, #1 and #2
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal, to include D1 and D2
Exhibit E: Contractor's Cost Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.
2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit B and Exhibit D as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.
3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.

4. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Representative authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work. Any agreement between the parties shall be in writing and signed by both parties before the additional work begins.
5. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be for no more than an additional one (1) year period.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed \$498,800.00 (Four Hundred Ninety-Eight Thousand Eight Hundred Dollars and Zero Cents) be made in accordance with the Request for Proposal, Addenda to Solicitation and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E.

The services provided by the Contractor are divided into four (4) phases as set forth in Exhibit D2 and the Professional Fees are apportioned into four (4) phases as set forth in Exhibit E. In the event that milestones set forth in Exhibit D2 are not met, the City has the discretion to withhold payments until the Contractor has performed the required services. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

- A. The Contractor hereby represents and acknowledges that it is capable of performing the work hereunder.
- B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose.

- C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

- A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.
- B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.
- C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.
- D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.
- E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor

shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:
City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

To:
Dover, Kohl & Partners
Victor Dover, FAICP, LEED-AP, CNU-A
Founding Principal/Principal-in-Charge
1571 Sunset Drive
Coral Gables, FL 33143

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in either the Circuit Court, Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas, or the United States District Court for South Carolina, Charleston Division.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.

§23. DOCUMENTS AND RECORDS

The parties agree that the notes, plans, sketches, drafts, charts, diagrams and any other data prepared, furnished or obtained under this Agreement, will be the property of the City without restriction or limitation of their use.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESS FOR THE CITY:


Date: _____

John J. Tecklenburg

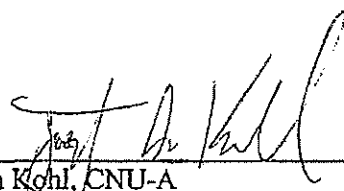
Mayor

Date: _____

WITNESS FOR DOVER, KOHL & PARTNERS


Name CARLOS RIVAS

Date: 12/12/2016


Joseph Kohl, CNU-A

Founding Principal

Date: 12/12/2016



EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 16-P026C Proposals will be received until: October 4, 2016 @ 12:00pm	
Proposal Title: West Ashley Master Plan	
Pre-Proposal Meeting: September 1, 2016 @ 2:00pm, 2 George Street, Public Meeting Room, 1 st Floor	
Mailing Date: August 19, 2016 Direct Inquiries to: Gary Cooper, Procurement Director	
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.
2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to Gary Cooper or Robin Barrett-Robinson in writing no later than 12:00pm on September 6, 2016. Questions may either be

faxed to 843-720-3872 or emailed to Gary Cooper, cooperg@charleston-sc.gov or Robin Barrett-Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

2. Offerors must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.
8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.
15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
 - A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice,

investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

- B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

- A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.
- B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.
- C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.
- E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the

Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) The City may choose to award to more than one vendor if it is in the best interest of the City.
- E) Final approval may rest with members of the City Council for the City of Charleston.
- F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed

by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the

performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTRACTORS

- A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.
- C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.
- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

- A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.
- B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

- A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.
- C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or

regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

- A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.
- B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. GOVERNING/CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES

- A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.
- B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

- D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by

Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS

Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. CONTRACT TERMS

The initial term of the contract is for a period of six (6) months from the date of award. The City reserves the right to extend the contract as it is in the best interest of the City.

NO PROPOSAL RESPONSE FORM

Proposal Number: 16-P026C Proposals will be received until: October 4, 2016 @ 12:00pm	
Proposal Title: West Ashley Master Plan	
Pre-Proposal Meeting: September 1, 2016 @ 2:00pm, 2 George Street, Public Meeting Room, 1 st Floor	
Mailing Date: August 19, 2016 Direct Inquiries to: Gary Cooper, Procurement Director	
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

To submit a “No Proposal” response for this project, this form must be completed for your company to remain on our Offeror’s list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror’s list.

Please check statement(s) applicable to your “No Proposal” response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

Proposal Number: 16-P026C Proposals will be received until: October 4, 2016 @ 12:00pm	
Proposal Title: West Ashley Master Plan	
Pre-Proposal Meeting: September 1, 2016 @ 2:00pm, 2 George Street, Public Meeting Room, 1 st Floor	
Mailing Date: August 19, 2016	Direct Inquiries to: Gary Cooper, Procurement Director

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. *By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.* I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email

Telephone Number/Toll Free Also (If Available)

Remittance Address

Fax Number

City, State, Zip

Date

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

- ☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

- ☐ **Affidavit B -- Work to be Performed by Minority and/or Women-owned Firms**

OR

- ☐ **Affidavit C – Intent to Perform Contract with Own Workforce**, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

Signature _____

Date _____

Print Name _____

Title _____

Witness _____

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Sworn to before me this _____ day of _____, 20__.

Notary Public for the State of _____
My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Signature: _____

Title: _____

Notary Seal:

AFFIDAVIT B

City of Charleston, South Carolina Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____, I hereby certify that on the
(Name of Bidder)

_____, Total Project Amount \$ _____
(Project Name)

I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: _____ % \$ _____

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I);
Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this _____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

City of Charleston, South Carolina Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Notary Seal:

GENERAL INFORMATION

The City of Charleston, South Carolina is seeking consultants or consultant teams to develop a comprehensive master plan for the suburban district of the City of Charleston known as West Ashley (Exhibit A). The Master Plan will be used as a guide for establishing policies and priorities for coordinated development/redevelopment, land use planning, and budgetary preparation. It should include policy statements, goals, objectives, guidelines, maps and graphics that can serve as a foundation for future land use decisions. It should serve as both a guide and the impetus for an anticipated update to the City's Zoning, Land Use, and Development Ordinances. The plan should provide strategies and goals to encourage economic development, quality residential and commercial growth, revitalization of obsolete auto-centric commercial areas, and general improvements for the protection of the quality of life for West Ashley's residents and businesses. At last, the West Ashley Master Plan should coordinate City policies at all scales using the same overall principles so that the plan can operate cohesively and guide the efforts of the City's many stakeholders and decision makers at every level.

There will be a Non-Mandatory Pre-Proposal Meeting at 2:00pm on September 1, 2016. It will be held at 2 George Street, Public Meeting Room, 1st Floor.

PROCUREMENT PROCESS

The RFP (*Request for Proposal*) is not a bid. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. All questions shall be in writing and addressed to: Gary Cooper or Robin Barrett-Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: cooperg@charleston-sc.gov or robinsonr@charleston-sc.gov. *Written Questions may also be faxed to: 843-720-3872. All questions must be received before 12:00pm on September 6, 2016.* No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (*October 4, 2016 @ 12:00pm*) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must submit one (1) **unbound** Original and fifteen (15) **bound** copies of the Proposal are required for submission, plus one (1) electronic copy (CD or flash drive). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note “**Original**” on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror’s submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror’s capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (*single sided only*) and all documentation submitted with the proposal should be bound in that single volume, where practical.

- a) Proposals should be clearly marked “**16-P026C – West Ashley Master Plan**”
- b) All pricing information should be in a separate envelope clearly marked “**Cost Proposal**”.
- c) Everything (Proposals and Cost Proposals) is to be placed in one envelope/box/package clearly marked “**16-P026C – West Ashley Master Plan**”.
- d) Proposals must be submitted by mail or hand delivered to Gary Cooper, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 16-P026C.
- e) Proposals must be received in the City’s Procurement Office no later than 12:00pm on October 4, 2016. Late proposals will not be accepted.
- f) No more than one proposal may be submitted by any Vendor.
- g) The proposal must be signed by an official authorized to contractually bind the Vendor.
- h) All forms from this RFP requiring signature must be included in the proposal.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- **Qualification in Relation to Specific Project to be Performed** – Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, should be listed with information on their organization.
- **Experience, Competence, and Capacity for Performance** – Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.

- **Proposed Method of Doing Work** – A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway.
- **Past Performance** – Previous evaluations will be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____ Address: _____ _____ Phone/Fax: _____ Email: _____
Name: _____ Address: _____ _____ Phone/Fax: _____ Email: _____
Name: _____ Address: _____ _____ Phone/Fax: _____ Email: _____
Name: _____ Address: _____ _____ Phone/Fax: _____ Email: _____
Name: _____ Address: _____ _____ Phone/Fax: _____ Email: _____

Preface: West Ashley

A Better Life, Every Generation

The City of Charleston has the goal of completing a master plan for West Ashley. West Ashley is the first-ring suburb of Charleston situated on the west side of the Ashley River across from the downtown peninsula (Exhibit A). Historically, West Ashley is the 1670 founding site of Charles Towne and of the state of South Carolina. For almost 300 years, West Ashley was a farming community and the historic plantations still line a portion of the Ashley River. The area of West Ashley closest to the Charleston peninsula contains early twentieth-century and post-World War II residential neighborhoods and a historic freedman's settlement.

From the 1970's-1990's West Ashley experienced tremendous residential and commercial growth as the area became more accessible through an interstate highway extension and other infrastructure improvements. Today, conventional suburban development occupies most of West Ashley. West Ashley's most successful commercial areas are recently revitalized 1950's era retail districts that include local restaurants and design oriented businesses. Conversely, other commercial areas include outdated and underutilized strip centers, vacant or underperforming big boxes, and a declining regional mall. Key commercial corridors are inconsistent in quality, appearance and function.

Looking forward, West Ashley's future is promising. West Ashley lives better than it presents and has great neighborhoods and parks that are attracting a growing residential population. Residents are purchasing homes and making substantial investments in renovations. Older retail centers have many tenant terms coming to an end which provides opportunity for redevelopment. Furthermore, the City of Charleston has a renewed focus on West Ashley. Leading this charge with new initiatives, plans and staffing is new Mayor John Tecklenburg.

West Ashley Population Statistics (Census 2010, ESRI Business Analyst):

- Area: Approx. 45 square miles
- 2015 Population for all of West Ashley (City + PSD): 73,007 (60,878 in the City, which is approximately 45% of City of Charleston total population)
- Households: 33,219
- Families: 18,715
- Owner Occupied Housing Units: 18,718
- Renter Occupied Housing Units: 14,501
- Median Age: 37.8
- Median Household Income: \$52,709

Residential Building Permits Issued in 2015 (single-family + multi-family): 518
(<http://www.charleston-sc.gov/DocumentCenter/View/10359>)

A. Purpose

The City of Charleston, South Carolina is seeking consultants or consultant teams to develop a comprehensive master plan for the suburban district of the City of Charleston known as West Ashley (Exhibit A). The Master Plan will be used as a guide for establishing policies and priorities for coordinated development/redevelopment, land use planning, and budgetary preparation. It should include policy statements, goals, objectives, guidelines, maps and graphics that can serve as a foundation for future land use decisions. It should serve as both a guide and the impetus for an anticipated update to

the City's Zoning, Land Use, and Development Ordinances. The plan should provide strategies and goals to encourage economic development, quality residential and commercial growth, revitalization of obsolete auto-centric commercial areas, and general improvements for the protection of the quality of life for West Ashley's residents and businesses. At last, the West Ashley Master Plan should coordinate City policies at all scales using the same overall principles so that the plan can operate cohesively and guide the efforts of the City's many stakeholders and decision makers at every level.

B. Scope of Work

The West Ashley Master Plan should provide the basis for West Ashley's regulations and policies that guide its physical and economic development. The West Ashley Master Plan should establish priorities for public action and direction for complementary private decisions. The West Ashley Master Plan should contain illustrative plans, diagrams, maps, and pictures to make its concepts clear and accessible to City officials, residents, developers, community groups, and other stakeholders. The West Ashley Master Plan should provide a flexible framework that can be updated, revised, and improved upon over time to stay relevant to the issues the City must confront as well as the ambitions the City chooses to pursue.

This plan should serve as a tool to evaluate new development proposals and direct capital improvements and to guide public policy in a manner that ensures that West Ashley continues to be the community that its citizens desire it to be. The plan should be divided into elements that include goals and policies that set broad policy directions and identify specific actions that will enhance West Ashley's quality of life, respect its natural environs, and support complementary economic growth and development.

Structure of the Master Plan

Each element of the plan should contain, but not be limited to the following sections:

- *Current Conditions:* A discussion of existing circumstances about both the physical City and current City policy;
- *Community Concerns:* Consensus concerns expressed by community members as part of the public involvement process of meetings, charrettes, and interviews that were conducted early in the planning process;
- *Strategies for Addressing Community Concerns:* Policy discussions and recommendations with illustrative plans and renderings that articulate strategies to be accomplished through City actions and partnerships among local governmental agencies, private sector businesses, community organizations, and neighborhood residents; and
- *Goals and Policies:* Each goal summarizes the desired end-state for a particular subject based on the community's vision. Policies identify implementation actions and the principles that form the basis for City regulations and procedures and for desired actions by the greater community.

Overall Goals of the Master Plan

Through the charrette process and meetings with public officials, the West Ashley Master Plan should establish, but not be limited to the following guiding principles:

- Regional Land Use Patterns: Encourage infill development within West Ashley over peripheral expansion to conserve environmental resources, spur economic investment,

repair social fabric, reduce the cost of providing infrastructure and services, and reclaim abandoned areas;

- Urban Design: Incentivize development projects of exemplary location and design throughout West Ashley via catalytic small area plans;
- The Retrofit of Suburbia: Implementation strategies should be focused on the various scales of retrofitting suburbia;
- Market Driven Recommendations: The plan should assess current market conditions and existing stakeholders and provide development options for sites identified as opportunities. The plan should also identify ways to jump-start private sector development investment through the development of incentives that should maximize return on public investment.
- Transportation: West Ashley should be connected through meaningful travel options and land-use patterns that support mobility, walkability, livability, and sustainability.
- Public Facilities: Provide community services and facilities that meet the physical, educational, and recreational needs of all segments of the City's community including those associated with drainage, recreational, parks, open space, and public safety.
- Housing: To provide housing in West Ashley through complete, connected neighborhoods containing quality, affordable, and accessible choices to serve all income levels and age groups.
- Economic Development: Build a foundation for economic prosperity that nurtures an atmosphere of innovation, increases quality of life to attract national and international talent, offers high-quality infrastructure, improves education and workforce development, and increases tourism.
- Health: Improve the overall physical and mental health of West Ashley citizens by increasing the quality of life in the region.
- Sustainability: Secure the viability of environmental resources for West Ashley's people, flora, and fauna so that future generations may experience a constantly improving environment that is always more resilient than that of the previous generation.
- Stormwater: Provide innovative and sustainable strategies for addressing complex stormwater drainage systems including but not limited to stormwater strategies involved in the retrofit of suburbia.

Plan Implementation

This Master Plan is intended to play a pivotal role in shaping the future of West Ashley. A comprehensive implementation strategy should include, but not be limited to the following:

- Annual Work Programs and Budgets: The City of Charleston should be cognizant of the recommendations of the West Ashley Master Plan when preparing annual work programs and budgets;

- Development Approvals: The approvals process for development proposals, including rezoning and subdivision plats, should be a central means of implementing the West Ashley Master Plan. The zoning regulations and the subdivision regulations should be updated in response to regulatory strategies presented in the West Ashley Master Plan;
- Capital Improvement Plans: The City's capital improvement plans (CIP) and long-range utility, and transportation plans should be prepared consistent with the West Ashley Master Plan's land use policies and infrastructure recommendations (water, sewer, stormwater, transportation, and parks/recreation);
- Economic Incentives: Economic incentives should carry out Master Plan goals and policies. Geographic areas identified by the illustrative plans should have high priorities for incentives and public/private partnerships; and
- Private Development Decisions: Property owners and developers should consider the strategies and recommendations of the Master Plan in their own land planning and investment decisions. Public decision-makers will be using the Master Plan as a guide in their development-related deliberations.

C. Community Involvement

Community involvement is key to a successful plan. Submitting firms should provide a methodology for community participation that allows for the active involvement of City Council, the local business community, and the citizens of West Ashley. The consultant should plan to utilize local television stations and social media to disseminate information to the public. The City of Charleston will provide coordination of meetings and a staff contact for the duration of the project.

D. Schedule

Submittals should include a proposed schedule for the project. The City would prefer that the project be completed within six (6) months of the approval of the contract for the project.

E. Preliminary Project Timetable

- August 19, 2016: West Ashley Master Plan RFQ Issued
- September 1, 2016, 2:00 PM: West Ashley Master Plan Pre-Proposal Conference at the City of Charleston, 2 George Street, Public Meeting Room, 1st Floor, Charleston, SC 29401.
- September 6, 2016, 12:00 PM: West Ashley Master Plan Pre-Proposal Questions Due
- September 13, 2016: Responses to Pre-Proposal Questions Released
- October 4, 2016, 12:00 PM: West Ashley Master Plan RFQ Submittals Due
- October 31 - November 4, 2016: West Ashley Master Plan Short-List Interviews to be held at the City of Charleston offices. Specific date and location to be determined.
- December 6, 2016: West Ashley Master Plan Contract Awarded
- January 2017: West Ashley Master Plan Process Commences
- June 2017: West Ashley Master Plan Presented to City Council for Adoption

F. Proposal Evaluation Factors

The following evaluation criteria will be utilized when reviewing West Ashley Master Plan proposals:

- 1) *Qualifications in Relation to Specific Project to be Performed:* Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, should be listed with information on their organization.
- 2) *Experience, Competence, and Capacity for Performance:* Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.
- 3) *Proposed Method of Doing Work:* A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway.
- 4) *Past Performance:* Previous evaluations will be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom we can contact for information.

G. Proposal Submittal Requirements

Prospective consultants should submit one (1) unbound original, fifteen (15) bound copies and one electronic version of the proposal (Flash Drive or CD). Proposals should include the following information:

- The name, address, phone, fax, and email address of a contact person from the submitting firm.
- A proposed scope of services for the West Ashley Master Plan.
- A community involvement methodology.
- A staffing plan that identifies the individuals involved in the effort along with their experience and resumes. The staffing plan should identify who the project manager will be along with any team structure for multiple firms submitting.
- Proposed project schedule.
- Similar project experience and results related to: (1) the retrofit of suburbia, (2) physical master planning, and (3) community involvement.
- Qualifications of team members.
- A minimum of five references from clients with completed similar projects. Any other supporting documentation.
- Proposed budget to create the West Ashley Master Plan, which should be provided separately in a sealed envelope.
- All pages from the RFP that required information being filled in.

Exhibit A
Map of West Ashley

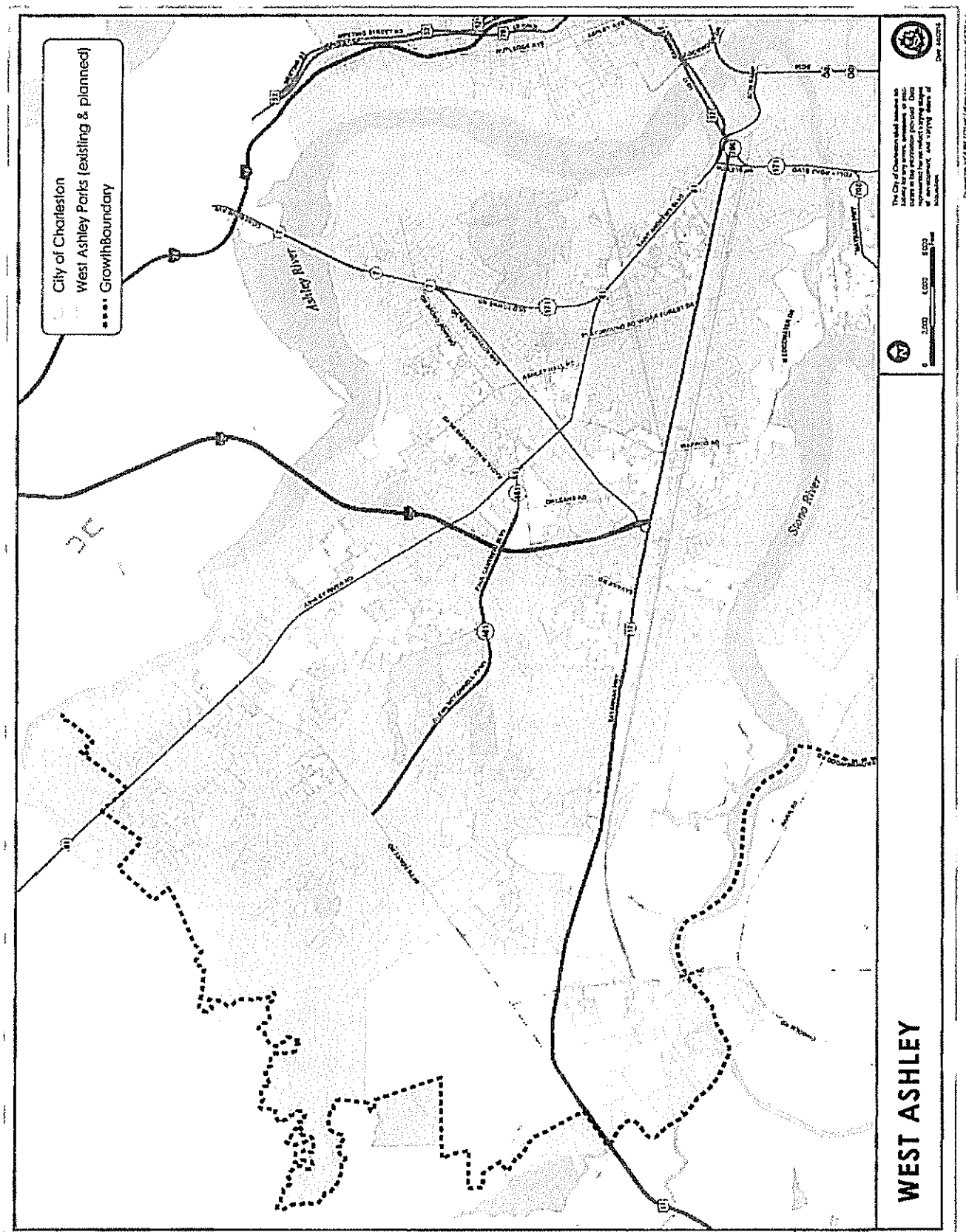


Exhibit B

West Ashley Maps (Zoning, Council Districts, Parks)

Available at www.charleston-sc.gov/westashley

Exhibit C

2016 West Ashley Initiatives

Available at www.charleston-sc.gov/westashley

Exhibit D

West Ashley Revitalization Plan & TIF

Available at www.charleston-sc.gov/westashley

Exhibit E

Dupont | Wappoo Planning Area

Available at www.charleston-sc.gov/westashley

Exhibit F

West Ashley Legare Bridge Bike & Pedestrian Lane (White Paper)

Available at www.charleston-sc.gov/westashley

Exhibit G

West Ashley Retail Report

Available at www.charleston-sc.gov/westashley

Exhibit H

City of Charleston Design Division 2014 Report: Sam Rittenberg

Available at www.charleston-sc.gov/westashley

Exhibit I

City of Charleston Design Division 2014 Report: Citadel Mall

Available at www.charleston-sc.gov/westashley

Exhibit J

West Ashley Strategic Plan (2014)

Available at www.charleston-sc.gov/westashley

Exhibit K

West Ashley Economic Development Study (2013)

Available at www.charleston-sc.gov/westashley

Exhibit L

West Ashley Greenway Plan (2009)

Available at www.charleston-sc.gov/westashley

Exhibit M

Old Charles Towne District Charrette (2000)

Available at www.charleston-sc.gov/westashley

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
____ Yes ____ No
2. Did you sign the Certificate of Familiarity form?
____ Yes ____ No
3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
____ Yes ____ No
4. Did you sign the applicable Affidavit?
____ Yes ____ No
5. Did you mark your "Original" Bid and provide the required # of copies?
____ Yes ____ No
6. Did you complete and include all pricing sheets?
____ Yes ____ No
7. Did you include the required references?
____ Yes ____ No
8. Did you provide a copy of insurance and all other documentation requested?
____ Yes ____ No
9. Did you include and sign any addenda?
____ Yes ____ No
10. Did you double check to make sure you have included everything that is requested?
____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

EXHIBIT B



Addendum #1

T: (843) 724-7312
F: (843) 720-3872

Date: August 29, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #16-P026C – West Ashley Master Plan RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

1. The Insurance Requirements were inadvertently omitted from the solicitation document. Please insert the attached.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

Offeror

Title

Authorized Representative

Date

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
 - 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and

- (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

- G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401



Addendum #2 – Q&A

T: (843) 724-7312
F: (843) 720-3872

Date: September 13, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #16-P026C – West Ashley Master Plan RFP

This Addendum No. 2 modifies the solicitation only in the manner and to the extent as stated herein.

Q-1 Can you please publish the list of attendees for the September 1, 2016 West Ashley Master Plan Pre-Proposal meeting?

A-1 The document will be put on our website.

Q-2 Have you established a budget or budget range for this project?

A-2 Charleston City Council approved \$350,000 in FY 2016 for this master planning effort. Based upon the response to this RFP, the City of Charleston is prepared to budget additional monies in 2017 to cover the cost of this important planning initiative.

Q-3 Can you share the names of the selection committee?

A-3 The selection committee names will not be provided.

Q-4 Are we permitted to have discussions with members of the selection committee or other staff members of does all communications need to go through purchasing?

A-4 All questions/discussions have to go through Procurement during the selection process.

Q-5 What extent of up-to-date multi-modal transportation analysis will be available as background information to support this study? Are there any particular gaps in transportation analysis or strategy that should be addressed as part of the West Ashley Master Plan scope?

A-5 Multi-modal transportation analysis and recommendations for improvements must take into consideration how West Ashley fits into the larger regional model. Transportation component should take into consideration how the City can make better/smarter decisions regarding transportation investments and what those investments will do for the Charleston community in terms of land use, place creation, mobility and the redevelopment of specific areas in West Ashley.

The following resources will be made available for review by the consultant:

- Council of Governments Regional Transportation Plan
- CHATS Studies and Plans
- Charleston County Transportation Sales Tax Plans and Projects
- T. Allen Legare Bridge Bicycle and Pedestrian Lane Study
- CARTA Studies

Additionally, the following links may be useful:

- Charleston County Transportation Committee, CTC Transportation Plan:
<http://www.charlestonctc.org/>
- Charleston County Transportation Development, Sales Tax Projects:
<http://roads.charlestoncounty.org/index.php#&panell-4>
- Berkeley-Charleston-Dorchester Council of Governments Transportation Planning: <http://bcdcog.com/transportation-planning/>
- South Carolina Department of Transportation Annual Traffic Counts:
<http://www.dot.state.sc.us/getting/annualTraffic.aspx>
- Charleston County 2016 Sales Tax Referendum, transportation related projects: <http://www.charlestoncounty.org/departments/county-council/index.php>
- Mark Clark Expressway (I-526)
<http://www.charlestoncounty.org/departments/county-council/projects.php#I526> and
<http://www.dot.state.sc.us/MCE/documents.shtml> .

Q-6 What extent of up-to-date stormwater management analysis will be available as background information to support this study? Are there any particular gaps in stormwater analysis or strategy that should be addressed as part of the West Ashley Master Plan?

A-6 The following resources will be made available for review by the consultant:

- Master Drainage and Floodplain Management Plan (mid 1980's)
- Ardmore Drainage Improvement Project (completed)
- Church Creek Drainage Basin Study and Improvement Projects (completed and under further study)

- Byrnes Downs Drainage Improvement Project (completed)
- Forest Acres Drainage Improvement Project (to commence Fall 2016)
- Dupont Wappoo Drainage Study (to commence Fall 2016/Winter 2017)
- Numerous small projects throughout West Ashley have been completed and many more are in the pipeline.

Q-7 What types of community engagement have been most successful in the past? Unsuccessful?

A-7 Successful strategies that have been utilized in the past include a combination of multi-day public charrette process, public workshops, public surveys, social media and website outreach. With certain projects, it has been helpful to have community engagement opportunities in multiple locations. Successful community engagement understands the multi-dimensional audience and how best to engage that audience. Unsuccessful efforts are largely due to the inability to identify and communicate with the targeted audience.

Q-8 What databases will be made available for land use, transportation, demographic, stormwater and economic research?

A-8 City of Charleston GIS maps are available at <http://www.charleston-sc.gov/index.aspx?nid=273>. GIS data layers for land use, zoning, transportation, stormwater, etc. will be made available to the consultant.

Average daily traffic counts in the West Ashley area are available from the Berkeley-Charleston-Dorchester Council of Governments <http://bcdcog.com/2014-traffic-count-documents-maps/> and the South Carolina Department of Transportation <http://www.scdot.org/getting/annualTraffic.aspx>.

A list of completed and planned (funded) transportation improvement projects are available from the Charleston County Transportation Committee <http://www.charlestonctc.org/projects.php> and the Charleston County Transportation Development, Sales Tax Projects <http://roads.charlestoncounty.org/index.php#&panel1-4>

Demographic information for West Ashley is now available at www.charleston-sc.gov/westashley.

Stormwater project data referenced in A-6 will be made available to the consultant.

Economic research conducted in 2013 for West Ashley is available at: <http://www.charleston-sc.gov/index.aspx?NID=1496>; additional research gathered will be made available to the consultant.

A list of West Ashley related real estate purchases and a capital project (completed, ongoing and future) will soon be available at www.charleston-sc.gov/westashley. Additional information (details, cost, etc.) regarding these projects will be provided to the consultant.

Q-9 What level of city staff will be assigned to this project for in-house support?

A-9 In addition to a project manager that will be assigned from City staff, it can be anticipated that staff from all City departments will be accessible for support, guidance and information sharing.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid/Proposal Submittal. Failure to acknowledge this addendum may be cause for rejection.

Offeror

Title

Authorized Representative

Date

EXHIBIT C

INSURANCE REQUIREMENTS

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Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D 1

DOVER, KOHL & PARTNERS PROPOSAL

WEST ASHLEY MASTER PLAN

City of Charleston, SC

REQUEST FOR PROPOSAL #16-P026C

OCTOBER 4, 2016



DOVER, KOHL & PARTNERS
town planning

DOVER, KOHL & PARTNERS

t o w n p l a n n i n g

October 4, 2016

Attn: Gary Cooper
City of Charleston, Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

RE: RFP#16-P026C • WEST ASHLEY MASTER PLAN

Dear Members of the Selection Committee:

Thank you for the opportunity to respond to your Request for Proposals. This undertaking will define the West Ashley district for generations, and is a historic moment in the making for Charleston; we're eager to contribute to its success.

Our firm was founded on two ideas. First is that the details of urban design are the key to growing a city people love. Second, genuinely meaningful public participation is essential to creating good plans and moving them forward. We predict the plan for West Ashley won't just be about defining a concept the City and citizen stakeholders merely accept — it needs to be a plan the stakeholders and leaders can passionately believe in, and one they had a hands-on role in shaping. Our team has the expertise to help you get there.

Dover, Kohl & Partners employs a proven methodology that supports genuine public participation, and have earned a solid reputation for engaging, visually-oriented town planning on behalf of local governments, redevelopment agencies, private developers, and community groups throughout the country. We call our approach “**DESIGNING IN PUBLIC.**” We customize every project in close consultation with our clients, and look forward to further evolving this approach with you.

For this important effort have assembled a multi-disciplinary team of experts, all leaders in their fields, whose expertise is naturally suited to the challenges presented in your RFP. We believe this team has the right mix of experience, local knowledge, national perspective, and visionary, yet practical, leadership. We want to help you create an innovative plan, one that uses quality design as the basis for a sustainable future.

Thank you again for the invitation to submit this proposal. We are excited at the prospect of coming back to Charleston, and look forward to our next conversation.

Respectfully,
DOVER, KOHL & PARTNERS



Victor Dover, FAICP, LEED-AP, CNU-A
Founding Principal/Principal-in-Charge
vdover@doverkohl.com



Amy Groves, AICP, CNU-A
Principal/Senior Project Director
agroves@doverkohl.com

CITY OF CHARLESTON

SOUTH CAROLINA

REQUEST FOR PROPOSALS
RFP No. 16-P026C

WEST ASHLEY MASTER PLAN

10.4.16

SUBMITTED BY

DOVER, KOHL & PARTNERS
town planning

WITH

Alta Planning + Design, transportation planning

Bihl Engineering, transportation engineering & analysis

Horsley Witten Group, green infrastructure

Strategic Economics, market analysis & implementation strategy

CitiFi, change management

CONTACT:

AMY GROVES, AICP, CNU-A

Principal / Project Director, Dover, Kohl & Partners

1571 Sunset Drive, Coral Gables, FL

T 305.666.0446 | F 305.666.0360

agroves@doverkohl.com

SCOPE OF SERVICES

We are excited to work with the citizens and City leaders on this important planning effort for the West Ashley district in the City of Charleston. Based on our knowledge of the City's current needs and goals for a sustainable future, combined with our professional experience, we have outlined a preliminary series of tasks to complete the West Ashley Master Plan. We look forward to discussing our approach and each task in more detail with the City at the appropriate time; please consider this a draft.

PHASE 1: ANALYSIS (MONTHS 1-2)

Phase 1 will include the review of relevant information, as well as initial community outreach efforts and preliminary analysis to inform the planning process. It will include an on-site visit and analysis by members of the Dover-Kohl team. The site visit and analysis serve to gather information to better understand the unique qualities and opportunities in West Ashley and the City. Anticipated tasks include:

TASK 1.1: PROJECT KICK-OFF MEETING

At the start of the project, the Dover-Kohl team will schedule a meeting (in person or via web-ex) with the City to review base information needs, strategize on the public participation process, identify key stakeholders, and develop a detailed schedule for the planning effort.

TASK 1.2: CREATE PUBLIC AWARENESS

Dover-Kohl will assist the City in generating public awareness for the project, which is essential to getting a broad sector of the community involved and maximizing public involvement throughout the planning process. The Dover-Kohl team will work with the City to foster inclusivity of key individuals, community organizations, and stakeholders throughout the planning process, and create mechanisms that best encourage their participation.

The Dover-Kohl team will assist with public outreach through a wide variety of marketing collateral: writing press releases to be distributed to the media, neighborhood associations, civic groups, and the development community, among others; and assisting in the design of flyers, posters, banners, postcards, or other mailers that can be distributed to the community and local media. At the City's request, Dover-Kohl will be available to discuss the project with reporters or any other interested individuals. Dover-Kohl will also be available to participate in a press conference with representatives of the City during the first site visit to inform the community of the upcoming public planning process.

To maintain community awareness, Dover-Kohl will provide materials for the City website throughout the planning process.

PHASE 1: ANALYSIS

- Project Kick-off Meeting
- Create Public Awareness
- Review Background Info
- Initial Site Visit
- Preliminary Analysis

PHASE 1 DELIVERABLES:

- Publicity materials: posters, save-the-dates, etc.
- MySidewalk Website
- Base Maps, Analysis of Existing Conditions
- Kick-off Presentation



The team can also (*optionally*) design and launch a MySidewalk (formerly Mindmixer) site for this project – an online tool that functions as a virtual town hall, encouraging participants to share ideas and collaborate. Interested individuals can also keep up with the project as it progresses, allowing the team to gauge the response to emerging ideas. The online approach allows the team to reach a broader audience than just those who physically attend public meetings. Initial MySidewalk questions and site set-up/content will be coordinated with the City; the MySidewalk site can be launched in Phase 1, and promoted during Charrette events.

TASK 1.3: REVIEW OF BACKGROUND INFORMATION

The Dover-Kohl team will review background information provided by the City, and become familiar with the details of previous plans, studies, and regulating documents. This will include: the comprehensive plan, other area plans in the City, current zoning codes, development regulations, and demographic data. These plans and studies will be assessed for their current applicability to the West Ashley Master Plan, and their impact on future outcomes in the area.

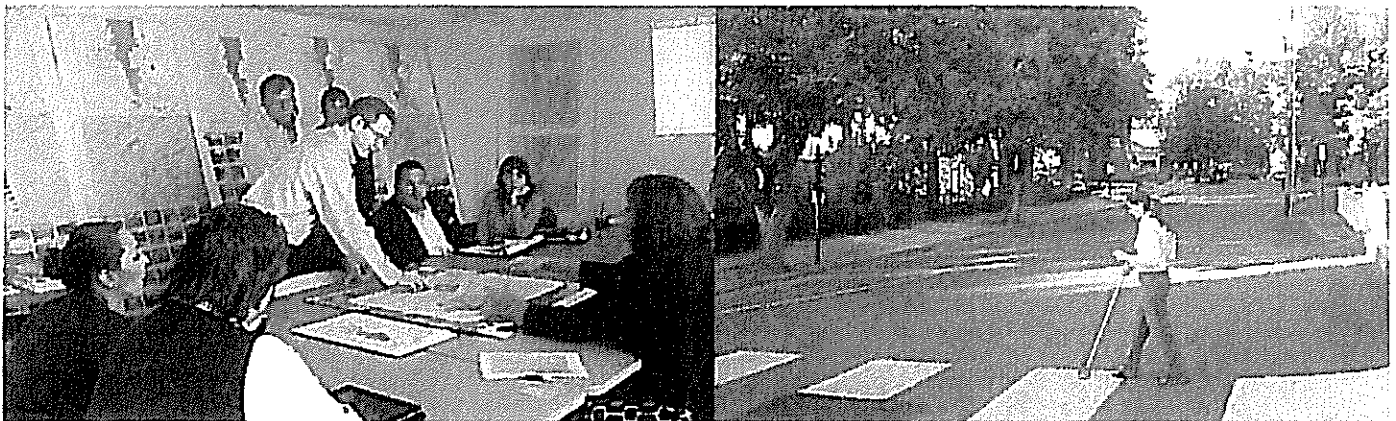
The Dover-Kohl team will utilize ArcView GIS or a similar-base data program, and existing conditions documentation provided by the City, to produce base maps. These maps will be used by the team and members of the public throughout the Charrette (Phase 2). Depending on available data, the mapped information may include existing land uses, transportation networks, open space networks, zoning, property boundaries, ownership patterns, topography, natural resources, utility infrastructure, and environmental conditions.

TASK 1.4: SITE VISIT

Representatives from the Dover-Kohl team will travel to Charleston for an initial two-day site visit. The following tasks are anticipated to be completed:

Stakeholder Interviews

During the site visit, the Dover-Kohl team will conduct focus-group interviews with key stakeholders to gather input on opportunities and constraints for the West Ashley district. By interviewing neighborhood and community leaders, advocacy groups, property and business owners, local developers, transportation officials, City staff and elected officials, government agencies, and other community representatives, the team will acquire local knowledge about the development climate and any potential obstacles to project objectives. In addition, the team will identify existing community assets and planned investments to identify opportunities for establishing a smart city road map to maximize return on the city's investment and future compatibility. Furthermore the impact of future technologies on the planning process and on development patterns will be broadly assessed. The team will also learn about community and



business concerns which will help assess the financial, organizational, and community resources available. The interviews will be conducted one-on-one or in small focus groups.

Gabe Klein, Principal with CityFI, and former consultant to the City of Charleston and author of *The Peninsula Mobility Report* in 2014, will attend the site visit with an emphasis on government and private sector engagement, transportation assessment, and to gather information on transit, technology and shared mobility opportunities. Gabe will interact directly with heads of agencies, the Mayor (if desired) and gather information regarding existing strategies, future goals, and gaps in either planning, execution or partnerships to fulfill. Gabe will also be studying with a plan to assess what services, technologies and business models could be used to jump start, or leap frog West Ashley's movement towards a more sustainable state. An example would be the introduction of autonomous vehicles potentially negating much of the need for on and off street parking, which has down-stream impacts on land use, zoning, public space, sustainability, health, revenues and ultimately quality of life.

Site Analysis

Team members will tour West Ashley with City staff to conduct preliminary analysis of existing urban design, transportation, infrastructure, and market conditions.

Meetings with City Staff

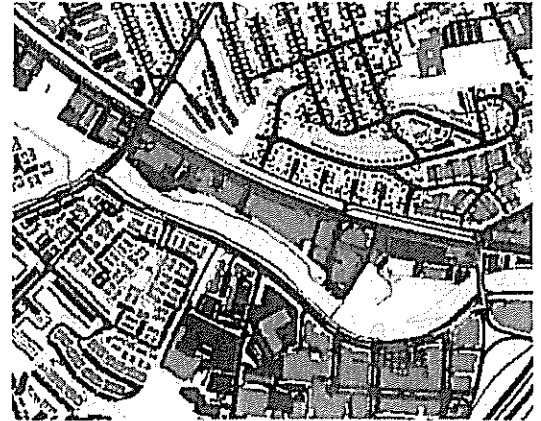
During this trip, the team will work closely with the City to confirm and update the goals and objectives of the master plan, and coordinate charrette preparations.

Community Kick-off Event

In order to mark the beginning of the public planning process, the Dover-Kohl team will hold a community workshop to introduce local citizens and groups to the planning process. A "food-for-thought" presentation will introduce key issues to be explored, including retrofitting suburbia, multimodal transportation systems and sustainable design; case studies will explore best practices for economic development and improved quality of life through neighborhood design. This event will be used to inform and encourage participation for the upcoming charrette. Use of the MySidewalk forum, social media, live streaming or other digital tools can open the event to a larger audience.

TASK 1.5: PRELIMINARY ANALYSIS

The Dover-Kohl team will conduct preliminary analysis of existing conditions, setting the stage for exploration of the vision for the future of the West Ashley district during the charrette. This analysis will target specific issues and future goals identified by stakeholders and previous planning initiatives.



Analysis Maps



Community Kick-off Event

The Dover-Kohl Team's Phase 1 Analysis is anticipated to include:

Existing Conditions Analysis

Utilizing base data of existing conditions provided by the City as well as an on-site review conducted during the site visit (Task 1.4), Dover-Kohl will provide an analysis of existing conditions to include existing urban design (lot and block patterns, and building typologies), identification of underutilized/opportunity sites, open spaces and recreation opportunities, and public facilities. GIS-based analysis maps will be produced to highlight specific topics. The existing conditions inventory will include an analysis of existing transportation systems, housing and market conditions, and green infrastructure, as described below.

Preliminary Transportation Analysis

Alta Planning + Design, in collaboration with CityFi and Bihl Engineering, will summarize key components and challenges of the existing transportation network, as well as potential opportunities for new connections or enhancements in the pedestrian, bicyclist, motorists, and transit-user experiences and systems. The focus will be on minimizing barriers that currently hinder true choices in the way the community moves; understanding what those barriers and gaps in mode service currently are, so that during the design effort the team can focus on solutions that close gaps and create opportunities for the community to have choices among travel by personal motor vehicle, transit, bicycling, and walking. Further the impact of new technologies, shared mobility systems and business models will be assessed by CityFi to assure that the master plan framework is future compatible with various potential outcomes and that technologies that support the quality of life desired are considered. This will enhance the master plans relevance and staying power.

Green Infrastructure Analysis

Horsley Witten Group, in collaboration with the Consultant team, will analyze existing stormwater and environmental systems in order to identify potential solutions for the district. Many green infrastructure systems and other sustainability strategies can also enhance the streetscape, safety, and livability of West Ashley. This analysis will include an assessment of existing watersheds, development patterns, stormwater infrastructure, and tree canopy coverage.

Review of Market Conditions and Development Trends

Building on previous studies, Strategic Economics will prepare a market assessment that considers the potential for residential, office and retail development, with a focus on the potential for infill development on key opportunity sites. The analysis will include an overview of demographic

OPTIONAL ANALYSIS TASKS

The following optional tasks could supplement the Phase 1 analysis:

Financial Feasibility Analysis

If desired, Strategic Economics can build a pro forma model to explore the financial feasibility of development on key opportunity sites in the Plan Area. Strategic Economics will work closely with the client and project team to develop up to three prototypical development scenarios to be tested in the analysis. Cost and revenue assumptions in the model will be vetted with local developers. In addition to helping to identify the most feasible product types for the plan area, the analysis can provide insight on how different development standards could factor into a project's financial performance. The pro forma will test sensitivity to variables such as building heights, FARs, parking ratios, and other planning/zoning factors to provide recommendations on strategies to encourage infill development.

Smart City Analysis

CityFi can broadly assess the current technologies employed in the public way in West Ashley from public WiFi, embedded sensors, parking payment systems to traffic cameras to existing plans for future implementations to assess intersections with the master planning process.

and economic trends influencing investment in the study area, and will incorporate feedback from interviews with local real estate experts and other stakeholders.

The market assessment analysis will help frame trends influencing future real estate and economic development in the West Ashley district, and identify opportunities and challenges for stimulating economic development and encouraging infill on former commercial sites.

PHASE 2 – CHARRETTE (MONTH 3)

Phase 2 is centered on a 5 to 7-day Charrette held on-site in West Ashley. Successive public meetings, hands-on public design sessions, interviews, and technical meetings will be held to engage the community. This intense, multi-faceted approach to public involvement will allow stakeholders to cooperatively develop a vision that serves as the foundation for future strategic decisions. The Hands-on Design Session will provide participants with the opportunity to interact with differing perspectives, allowing issues to be quickly identified and resolved while creating a strong foundation for establishing community consensus.

During the Charrette, the Dover-Kohl team will use the public input received to shape the Plan's Goals, Objectives and Policies, and to create an Illustrative Master Plan and Visualizations of key concepts and ideas. By actively engaging the public and community stakeholders/experts, the team can obtain immediate feedback on plan proposals, building community support and plan feasibility.

TASK 2.1: CHARRETTE LOGISTICS

Dover-Kohl will work with the City to determine the exact dates and format for the Charrette. The format of the Charrette will be tailored to obtain the best possible community input. Emphasis will be placed on defining the community vision, and identifying the best methods to implement that vision. The format will incorporate the findings of previous plans and studies, the team's preliminary analysis, and pre-charrette stakeholder interviews. The Charrette will facilitate a healthy dialogue between the public and private sectors, which will help create an implementable Plan.

TASK 2.2: THE CHARRETTE

The following activities are anticipated to be conducted during the Charrette:

Hands-on Design Session

A Hands-on Design Session will be held during the Charrette week, focusing on issues pertinent to the Plan including land use patterns, urban design and the retrofit of suburban, transportation,



housing, economic development, health/quality of life, sustainability and infrastructure. The session will begin with a short introduction and briefing to further explain the challenge for participants, orient participants to base maps, and set ground rules and goals. Participants will then gather around tables to draw their important ideas. Each table will have a facilitator trained by the Dover-Kohl team to assist participants in the design exercises.

Participants will identify the important issues associated with future development and preservation and discuss them in small groups. Participants will then continue to work and draw on base maps to illustrate how they might like to see West Ashley evolve in the future by describing their vision for growth, infill and retrofit. At the end of the workshop, a spokesperson from each table will report the findings and major points to the entire assembly. The goal of the Hands-on Design Session is to begin to forge a community consensus and develop a short and long-range vision for the future of West Ashley.

Open Design Studio

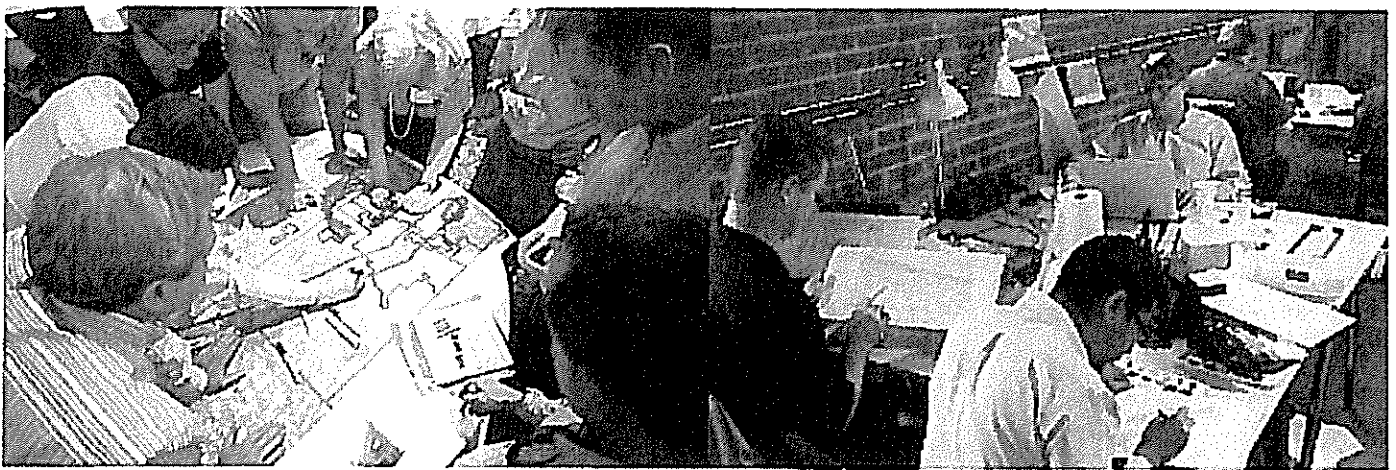
The Dover-Kohl team will set up an on-site, Open Design Studio in a visible, accessible, and central location for the duration of the Charrette. While working in the Design Studio, the team will analyze the information gathered at the Hands-on Design Session and stakeholder interviews in order to formulate the initial concepts for the Master Plan. Members of City staff, elected officials, local stakeholders and the community will be invited to stop in throughout the week as new issues come to mind and to check on the project's status. The following activities will occur at the Design Studio:

Define Draft Goals, Objectives, and Policies

During the Charrette, the Dover-Kohl team will work with the City and the community to define key Goal and Objectives for the Master Plan, as well as to explore the viability of potential policies and implementation actions. The goals, objectives and policies will be used to evaluate development proposals studied for key sites, and guide growth and change throughout the district. Initial ideas will be presented to stakeholders, the community, and technical advisors throughout the week to receive immediate feedback on the direction of the West Ashley Plan.

Draft Urban Design Concepts: Illustrative Plan and Visualizations

Visualizing change is a key component of Dover-Kohl's planning approach. Illustrations can communicate ideas better than words, and are valuable tools to test or confirm plan concepts and gather meaningful input. When the planning process is complete, the imagery often lives on, documenting the vision and guiding new growth. The illustrative plan



will schematically explore proposed land uses and density; access and circulation; development patterns, including reuse of abandoned area and distribution of infrastructure; and green infrastructure concepts. Project renderings will explore proposed neighborhood and street design interventions on key sites, to demonstrate feasibility of implementation and test Plan policies.

Draft Transportation Concepts

Alta Planning + Design will work in collaboration with Bihl Engineering and ClifFi to present, refine, and shape transportation-related concepts and issues throughout the Charrette. Alta's focus will be on developing/refining overall transportation goals, objectives and policies; identifying major district multimodal facility/service investments by mode (streets/roadways, transit, and walk/bike); and creating a specialized plan for the district that identifies key street improvements to benefit multimodal mobility. The focus will be on solutions that move people, and not just cars, by closing gaps among and between modes and minimizing or eliminating barriers to travel modes other than personal motor vehicle. The transportation team will work hand in hand with the urban design team to develop multi-modal solutions that connect rather than divide the community, and provide the community with viable choices of how they move about. By engaging stakeholders and jurisdictional agencies (such as SCDOT and CARTA) during the charrette, the team can quickly gain consensus on potential solutions that make West Ashley better connected. CityFi will also assess technologies, business models and shared mobility options to enhance the master plan and help meet the city's goals in tighter timeframes.

Draft Green Infrastructure Concepts

Horsley Witten Group (HWG) team members will work collaboratively with the urban design team to provide recommendations for open space, stormwater infrastructure and tree preservation/coverage approaches in conjunction with urban design and transportation recommendations, and contribute to development of the draft illustrative plan. HWG will provide concept-level evaluation of stormwater management strategies, and will prepare sketches and illustrations to communicate concepts to stakeholders and to be incorporated into the illustrative plan and Work-In-Progress Presentation.

Economic Analysis of Design Concepts

During the Charrette, Strategic Economics will work interactively with the Consultant team to apply the lessons learned from the Phase 1 review of market conditions. As new plan ideas

PHASE 2: CHARRETTE

- Charrette Logistics
- The Charrette:
 - Hands-on Design Session
 - Open Design Studio & Technical Meetings
 - Open House
 - Work-In-Progress Presentation

PHASE 2 DELIVERABLES:

- Draft Goals, Objectives & Policies
- Draft Illustrative Plan & Visualizations
- Draft Transportation Concepts
- Draft Green Infrastructure Concepts
- Economic Analysis of Design Concepts
- Draft Implementation Concepts
- PowerPoint Presentations:
 - Kick-off Presentation
 - Hands-on Design Session
 - Work-In-Progress Presentation

are investigated, the market viability of these concepts will be evaluated. Strategic Economics will meet with developers active in the City to understand opportunities and barriers to investment on key opportunity sites, and ways to encourage private investment. Meetings with City officials and area stakeholders will begin to identify funding tools, policies and strategies for implementation.

Implementing Change

Throughout this phase, CityFI will collaborate with the Dover-Kohl team and provide recommendations and strategies for implementing best practice innovations - including internal process improvements and metrics for evaluating project success; advanced technologies; and finance models. In addition, CityFI will identify potential public-private partnerships and sustainable approaches to support the execution of the plan.

Technical Meetings

While working in the Open Design Studio, the Dover-Kohl team will schedule various technical meetings with government agencies, City officials and staff, key property owners, developers, neighborhood associations, community groups, and other key stakeholders. These meetings will assist in the team's continued understanding of the physical, market, and organizational forces that are shaping West Ashley, and provide the team with direct feedback on developing Plan concepts.

Open House

On an agreed-upon day of the Open Design Studio, the Dover-Kohl team will pin-up draft ideas for an informal Open House in the Design Studio, thus allowing the community an opportunity to gather and provide input; the Open House offers an important feedback loop while the planning concepts are evolving.

Work-in-Progress Presentation

At the end of the Charrette the team will present the accumulated work at a "Work-In-Progress" Presentation. Sketches and visualizations will be presented illustrating the district's hypothetical evolution, depicting areas of growth and retrofit, and presenting initial concepts for implementation. These initial plans and illustrations will demonstrate the vision for the future. The Vision and the Goals and Policies will be introduced and discussed; various methods of community participation (including keypad polling, exit surveys, and small group conversations) will be used to gather feedback on the ideas presented, which will help refine Plan ideas during Phase 3.



On-site Design Studio



Work-in-Progress Presentation

PHASE 3: MASTER PLAN (MONTHS 3 - 5)

The compact, high-energy format of the Charrette is designed to make major advances towards the creation of the Master Plan. A draft vision for future growth, suburban retrofit, and preservation in the West Ashley district, designed in public, will emerge during the Charrette. After the Charrette, the Dover-Kohl team will refine the charrette work products and assemble the Master Plan document. Regular communications via conference calls and web-ex meetings will ensure that the Master Plan document meets the expectations and the City of Charleston's needs.

TASK 3.1: REFINE PLAN GRAPHICS

The Dover-Kohl team will refine the Charrette graphics and visualizations based on feedback received from the community and stakeholders. The final graphics are anticipated to include visualizations, an illustrative Master Plan depicting areas where growth and change are anticipated, as well as diagrams and illustrations to convey key concepts. The Plan and Illustrations will address the desired future vision and community design, as well as sustainable development and planning practices. The Illustrations will demonstrate a manner in which the vision and goals can be applied, and provide a framework for future decision making. The Final Plan illustrations are anticipated to include:

- **Illustrative Plan**, drawn to depict the vision for future growth and development.
- **Perspective Renderings**, rendered in color showing key sites or significant design concepts.
- **Diagrams** communicating key ideas for urban design, transportation and green infrastructure improvements in the West Ashley Neighborhood.

TASK 3.2: DRAFT MASTER PLAN DOCUMENT

The Dover-Kohl team will prepare a draft Master Plan document that integrates the vision, goals, objectives, and policies identified through the charrette process, to guide West Ashley's growth, retrofit, and conservation. The Plan document will be concise and highly visual, featuring the final illustrations and renderings, engaging graphic design and infographics to present the community vision for urban design, housing, multi-modal transportation, infrastructure, and economic development.

The exact format for the Master Plan will be determined in consultation with the City; however, we have created a provisional outline, based on the information provided by the City of Charleston. The Plan will be organized around key topics/elements to comprehensively approach the strategy for future evolution of the built environment; topics are anticipated to include:

- **Community Design and Land Use** (addressing sustainable land use patterns, urban design and placemaking, retrofit of underutilized lands, community health/quality of life, and historic/cultural resources);
- **Housing** (promoting desirable and resilient neighborhoods that include variety, affordability, and accessibility);
- **Transportation** (addressing all modes of transportation – walking, biking, driving and transit – with an emphasis on livability and mobility, as well as overall connectivity and the impact

PHASE 3: MASTER PLAN

- Refine Plan Graphics
- Draft Master Plan Document
- Review Meetings with City

PHASE 3 DELIVERABLES:

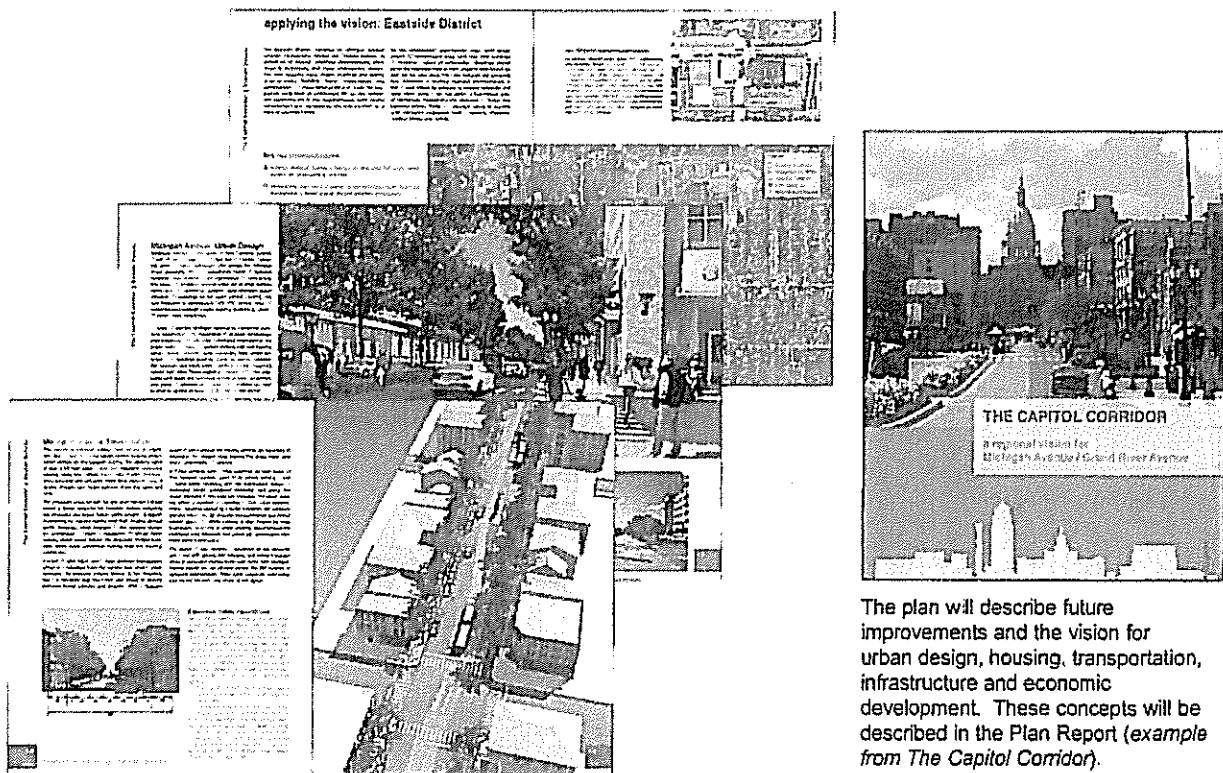
- Draft Illustrations & Plan elements for Review:
 - Community Design & Land Use
 - Housing
 - Transportation
 - Green Infrastructure
 - Economic Development

of technology on future systems);

- **Green Infrastructure** (addressing public facilities such as the open space framework, sustainability, stormwater design and environmental resources); and
- **Economic Development** (Identifying Plan policies and Implementation strategies that can encourage desired development and promote community prosperity).

Each topic above will contain four primary sections:

- **Existing Conditions:** A summary existing physical conditions as well as the existing regulatory framework and market conditions that is shaping the current development form of West Ashley.
- **Community Concerns:** A summary of primary themes and points of consensus gathered through Phase 1 Interviews, online tools, and the Charrette process.
- **Community Vision:** The vision for West Ashley will include strategies for addressing Identified community concerns, featuring the physical planning begun on the Charrette (illustrative plans, change-over time illustrations, and diagrams / Images conveying key principles). In addition, the vision will contain Goals, Objectives, and Policies to guide the Implementation of the vision for each plan element.
- **Implementation Strategy:** The Plan will describe key actions for the City, as well as other public and private entities, in carrying out the plan vision. Actions will be prioritized; recommendations will identify actions to be undertaken in the near (0-2 year), mid (2-5 year), and long-term (over 5 years). Preliminary cost estimates for proposed improvements and potential funding sources (public and private) and strategies will be identified. Economic incentives and opportunities



The plan will describe future improvements and the vision for urban design, housing, transportation, infrastructure and economic development. These concepts will be described in the Plan Report (example from *The Capitol Corridor*).

for public/private partnerships will be explored. Essential revisions to the land development regulations necessary to realize the vision will also be identified. Optionally, the strategy can also include a road map for deploying smart city technologies.

TASK 3.3: REVIEW MEETINGS WITH CITY STAFF

Key members of the Dover-Kohl team will participate, by web-ex, in monthly or bi-monthly review meetings with City Staff to review work-in-progress on the draft plans, illustrations, and report recommendations, and gather feedback. Up to five (5) meetings via webex are anticipated during Phase 3 in the project schedule.

PHASE 4: REVIEW & PRESENTATION (MONTHS 6+)

In Phase 4 of the project, the team will work with City staff to finalize, review, revise, and present the work products for the West Ashley Master Plan.

TASK 4.1: SUBMIT THE “PUBLIC DRAFT” FOR REVIEW

Dover, Kohl & Partners will assemble and submit a “Public Draft” West Ashley Master Plan document to the City for community review. The public draft will incorporate all plan graphics and summary text / recommendations as described in Tasks 3.1 – 3.2.

TASK 4.2: REVISE AND PRODUCE “FINAL DRAFT”

The Dover-Kohl team will work with the City over an agreed-upon period of time, with up to two rounds of revision to refine and revise the Master Plan document. A “Final Draft” of the Master Plan will then be submitted.

TASK 4.3: FINAL MEETINGS & PRESENTATIONS

Members of the Dover-Kohl team will return to West Ashley for meetings with City Staff, and to present the Plan documents to the community as well as approval boards. Our preliminary budget assumes that up to three, 1-day long trips (for meetings and presentations) by representatives from Dover-Kohl during Phase 4 will be necessary. A detailed schedule for our team’s participation will be defined in collaboration with the City.

PHASE 5: ONGOING/ADDITIONAL SERVICES

Following completion of this scope of services, the Dover-Kohl team can assist with implementation of Plan ideas. Based on experience in previous similar projects, on-going assistance that may be helpful could include:

- Attending additional meetings for Plan review or approval beyond those covered in this scope of work.
- Reviewing development plans for consistency with the ideas developed for the Plan.
- Providing additional revisions to the report or illustrations.
- Strategize funding, outreach, change management and pilot opportunities for transportation and open space implementation
- Producing a Form-Based Code to guide new development. Our team is experienced with drafting code elements, integrating the code within the existing regulatory structure, obtaining community feedback, and assisting with adoption and implementation.

PHASE 4: REVIEW & PRESENTATION

- Submit Draft Plan for Review
- Revise Draft Master Plan
- Final Meetings & Presentations

PHASE 4 DELIVERABLES:

- Final Master Plan Document
- Final Presentation(s)

COMMUNITY INVOLVEMENT METHODOLOGY

The following summarizes the general planning methodology that Dover, Kohl & Partners has developed over the firm's 28 years. We are aware that each project presents unique opportunities and challenges—customization is the key. Our goal is to provide design consultation, drawings, exhibits, and participation in meetings with stakeholders, community groups, and public entities as is necessary to develop an implementable, visionary plan for West Ashley.

CONSENSUS THROUGH PUBLIC PARTICIPATION

We recognize that changes in the built environment are controversial; we've found that education and a shared sense of authorship is key to creating consensus. A "Designing in Public" Charrette is typically the centerpiece of our public involvement strategy. Dover-Kohl Charrettes are a combination of on-location planning, design studio and town meetings. The Charrette focuses community input over a short period of time, through the hands-on effort of participants representing the full spectrum of interests.

During the Charrette, we hold an on-site planning studio, where the community's goals are pursued while ideas and scenarios are tested. At the same time, stakeholders are invited into the studio to offer continual feedback on the work being produced. It has been our experience that through these comprehensive Charrettes, participants come to care more about the project – they see their ideas as they are refined and become part of a more finalized vision. We cannot emphasize enough the educational value of this approach. Citizens become familiar with the tools of good urban design and gain an appreciation of the importance of long-range thinking.

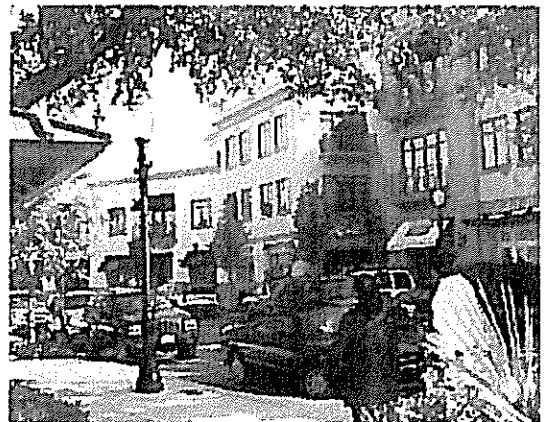
The Charrette is not our only outreach mechanism. Our team will conduct additional community meetings and interviews both during the pre-charrette or post-charrette periods. We also have experience using online forums to continue the conversation throughout the project. Dover-Kohl is an "official partner" of MySidewalk (formerly MindMixer), national leaders in online engagement; we now offer MySidewalk's services as an outreach tool for all planning assignments.



A Tested Public Process



Compelling Plans & Visualizations



Successful Results

VISUALIZING CHANGE OVER TIME

(Example from Grand River Avenue, Lansing Region, Michigan)



Existing Conditions, 2013



Initial Improvements:

Overhead utilities are buried, the street is reconfigured to include bus rapid transit, a sidewalk, street trees, a bike lane and parallel parking. In doing so, the framework for a multimodal street emerges.



Long-term:

Following the public street improvements, mixed-use buildings which address the street replace parking lots.

VISUALIZING CHANGE

It is often difficult to communicate exactly what change will look like. In our process we therefore create many drawings and "before-and-after" sequences that can help the community study the options, visualizing change before it occurs.

AN INTEGRATED PLAN

We illustrate long-term goals for the community such as urban design for buildings, public spaces, and streets. The vision can also illustrate elements more easily achievable in the short-term, so that larger ideas become feasible over time. Our illustrations are both visionary and usable, created for use by municipalities, developers, property owners, and the public to ensure a coordinated effort over time.

REFORMING THE REGULATIONS

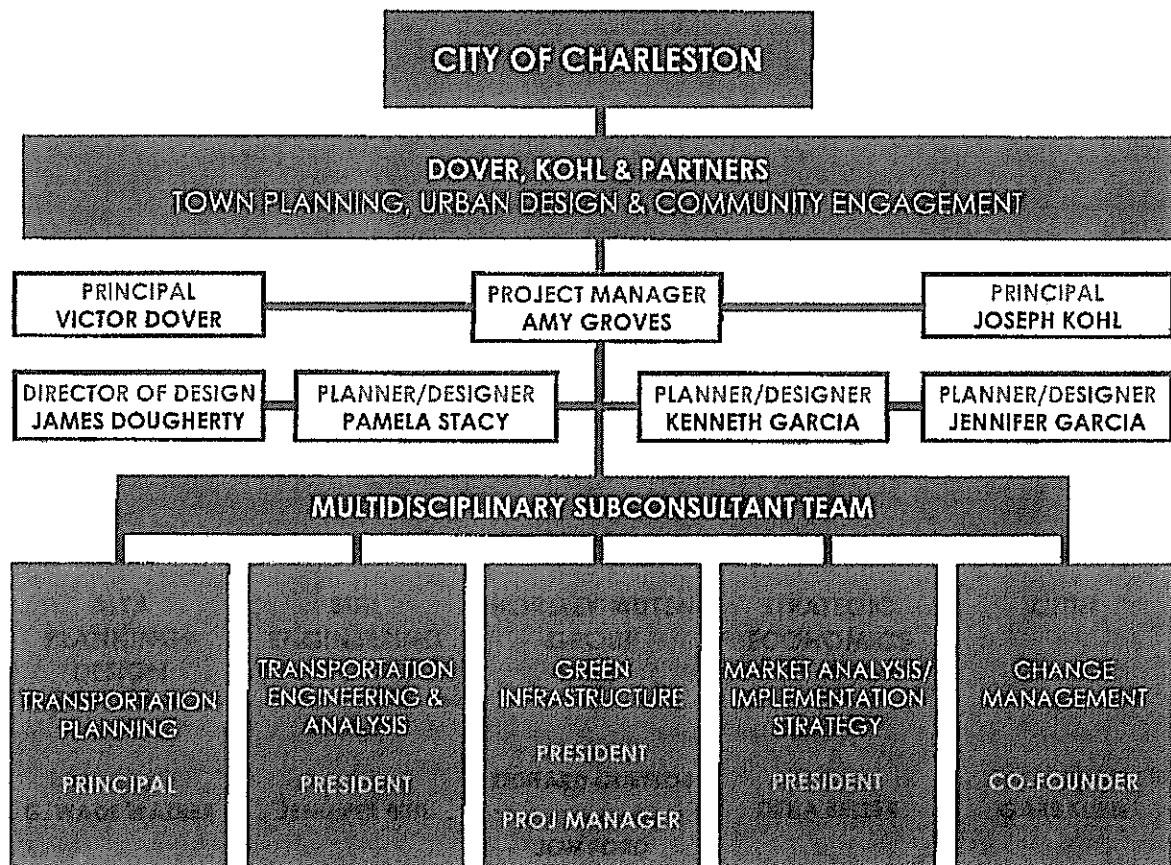
Design does matter; well-executed details are often what make prosperous places to live and work. There may be a need for fine-tuning the land development regulations or to create other instruments to insure that the physical details of the plan are translated into the built reality.

The primary method our team uses to reform land development regulations is a form-based approach. The key is to regulate buildings, streets and public spaces to ensure that new buildings respect the character of existing neighborhoods and the community vision for future development through their individual volume, scale and detailing.

STAFFING PLAN

We have assembled an acclaimed group of professionals to collaborate on this important initiative for the City of Charleston. Dover, Kohl & Partners, a nationally-recognized consulting firm will coordinate and lead the team, focusing on urban design, land use planning and community engagement. Alta Planning + Design will provide multimodal transportation planning with a special focus on identifying solutions that connect and move people, not just cars. Bihl Engineering, a certified woman-owned business located in Charleston, will provide local expertise in transportation planning and analysis. Horsley Witten Group, civil / environmental engineers and landscape architects, will focus on stormwater management techniques and planning for a resilient green infrastructure system. Strategic Economics, a nationally-recognized woman-owned economics consulting firm, will provide market analysis and assist with the identification of implementation tools and economic development strategies. CitiFi, known for innovative use of technology, public-private partnerships, and rethinking municipal process to realize positive change in transportation systems and cities, will advise on the plan implementation strategy.

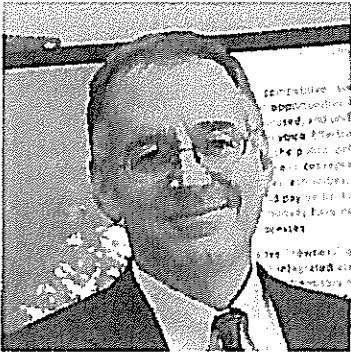
This section includes brief descriptions of the Dover-Kohl Team's key personnel who will work with the City of Charleston to create the West Ashley Master Plan. Resumes detailing experience of key personnel can be found at the end of the section.



DOVER, KOHL & PARTNERS

town planning

CONSULTANT TEAM LEAD: TOWN PLANNING, URBAN DESIGN & COMMUNITY ENGAGEMENT



VICTOR DOVER, FAICP, LEED-AP, CNU-a I FOUNDING PRINCIPAL

Victor Dover was among the founders who established Dover, Kohl & Partners in 1987 and serves as Principal-in-charge. Victor has personally led over 140 charrettes worldwide. He lectures widely around the United States and internationally on the topics of livable communities, sustainable development, and recently about the book he co-authored with John Massengale, *Street Design: The Secret to Great Cities and Towns*. Victor has served as Principal-in-charge for many of Dover-Kohl's projects, including the Columbia Pike Initiative for Arlington, VA; the Boundary Street Master Plan and Code for Beaufort, South Carolina; and Rethink Folly Road in Charleston, SC.



JOSEPH KOHL, CNU-a I FOUNDING PRINCIPAL

Joe is recognized nationally as an Innovator in urban design and graphic communication. A founding member of the Congress for the New Urbanism (CNU) and one of the organizers of the Form-Based Codes Institute (FBCI), Joe has led the production of master plans and implementation tools for many of Dover-Kohl's clients, including site planning, urban design, and form-based development standards. Representative projects include Plan El Paso, the comprehensive plan for El Paso, TX; Seven50:SE Florida Regional Prosperity Plan; and the Old Town Master Plan and Code for Bluffton, SC.



AMY GROVES, AICP, CNU-a I PRINCIPAL & SR PROJECT DIRECTOR PROJECT MANAGER

Amy joined Dover-Kohl in 2002. As a Senior Project Director, she guides the work of the studio team to create visionary images and implementable plans using the principles of smart growth, sustainable planning, and traditional neighborhood design. Amy has participated in over 50 Dover-Kohl charrettes, functioning as both Project Director and Town Planner for visioning studies, downtown master plans, regional plans, corridor plans, and form-based codes, as well as new neighborhood and town plans. Representative projects include Rethink Folly Road: a Complete Streets Corridor study in Charleston, SC as well as the Columbia Pike Initiative in Arlington County, VA, which won a 2014 CNU Charter Award for Best Corridor Plan and was featured in the publication *Retrofitting Suburbia* by Ellen Dunham-Jones.



JAMES DOUGHERTY, AICP, CNU-a | PRINCIPAL & DIR OF DESIGN

James has dedicated his career to helping communities envision and implement a more walkable, sustainable future. James began working with Dover-Kohl in 1996 and has since participated in over 140 design and form-based coding charrettes in the United States and abroad. James works closely with the firm's Principals, Project Directors and Urban Designers to establish the design direction of each project and has produced many of the renderings in the firm's portfolio.



PAMELA STACY, CNU-a | TOWN PLANNER/DESIGNER

Pam has been a designer on projects of every scale, including the building, block, and neighborhood, drawing on a background in both Planning and Architecture. She joined Dover-Kohl in 2006, and has since contributed to projects throughout the United States and internationally. Pam serves as one of Dover-Kohl's lead urban designers, working closely with the public during interactive charrette workshops to envision more walkable and sustainable futures.



KENNETH GARCIA, CNU-a | TOWN PLANNER/DESIGNER

Kenneth has been with Dover, Kohl & Partners since 2007 and has participated in over 40 design charrettes. He produces illustrations and renderings using a combination of computer graphics and traditional watercolor techniques. Kenneth received both his Master of Architecture and his Bachelor of Architecture from Andrews University, a leading center for the study of New Urbanism.



JENNIFER GARCIA, CNU-a | TOWN PLANNER/DESIGNER

Jennifer is a certified Charrette Planner through the National Charrette Institute and is an accredited professional with the Congress for the New Urbanism (CNU). She has spoken at the Congress for the New Urbanism national conference about creating plan report documents and her illustrations can be seen in several publications and exhibits. While at Dover-Kohl, she has worked with both municipalities and developers to produce innovative master plans, form-based codes, graphics and reports that contribute to the creation of walkable, sustainable urban places.

ALTA PLANNING + DESIGN

MULTIMODAL TRANSPORTATION PLANNING



G. WADE WALKER, PE, Hon. ASLA | PRINCIPAL

Wade Walker's focus for the past 20 years has been on livable transportation and context sensitive solutions, focusing on rebalancing transportation systems to support the urban or rural contexts in which they occur. He is a recognized expert in Complete Streets, walkability and Smart Growth, and often speaks at national conferences on balanced multimodal solutions. Much of his work is done in a multi-disciplinary charrette setting, working collaboratively with architects, planners, landscape architects, urban designers, and stakeholders to create great communities through a community-driven process.

DANIEL A. ASHWORTH, JR., PLA, AICP | DESIGN ASSOCIATE

Daniel is a Professional Landscape Architect who plans and designs active and livable communities while working hard to see those visions become reality. His professional experience bridges the divide between landscape architecture and planning, bringing the two together. Daniel's professional interests are multimodal transportation, urban design and planning, and public spaces.

KATIE LLOYD, PLA | DESIGNER

With a background in both Fine Arts and Landscape Architecture, Katie Lloyd strives to design vibrant public spaces that promote meaningful outdoor activity, while increasing livability and community unity. Katie joined Alta in 2014, bringing a background in public and private sector design. While working for Alta, she has worked on greenway feasibility studies, construction documents, streetscape design, charrettes, and complete streets plans, as well as bicycle and pedestrian planning projects, including the Rethink Folly Road Complete Streets study in Charleston, SC.

BIHL ENGINEERING

TRANSPORTATION ENGINEERING & ANALYSIS



JENNIFER T. BIHL, PE, PTOE | PRINCIPAL

Jennifer has over 16 years of experience in traffic and transportation engineering specializing in corridor studies, intersection and roadway analyses, parking analyses, and traffic signal timing and design. Her experience ranges from analyses of single parcels to transportation related services for existing communities and redevelopment areas. Additionally, she has completed numerous parking studies determining the operations and most efficient use of parking areas. She helps clients identify appropriate access locations along a corridor to optimize the operations of the transportation system. Regardless of the services provided, Jennifer works closely with state and local agencies and understands the coordination and communication required for successful projects.

SARAH VAN COTT, EIT | TRANSPORTATION ANALYSIS

Sarah focuses on traffic and transportation engineering specializing in intersection and roadway analyses and accident analysis. Her experience ranges from intersection analyses for development projects to parking occupancy studies.

HORSLEY WITTEN GROUP GREEN INFRASTRUCTURE



RICHARD A. CLAYTOR, JR., P.E. | PRESIDENT AND DIRECTOR OF ENGINEERING

Rich has 33 years of water resource management experience with specific expertise in stormwater management, hydrologic/hydraulic modeling, watershed protection, restoration implementation, Low Impact Design (LID) research and development, construction administration and management services for dozens of projects. Rich is the former Principal Engineer of the nationally recognized Center for Watershed Protection and has authored or co-authored five state-wide stormwater management design and guidance manuals, has authored more than a dozen papers and/or guidance manuals, has presented at more than a one hundred conferences and workshops, and has designed more than 250 stormwater management facilities. Rich was a key adviser to the MassDEP Stormwater Advisory Committee for the 2010 update of the MA Stormwater Standards and Design Manual. He is the Principal In Charge for the EPA New England Region stormwater financing and MS4 clinics, and currently serves as technical advisor for the Long Creek Restoration Plan, which is under an EPA Residual Designation to address stormwater pollutants.



JON FORD, P.E. | SENIOR PROJECT MANAGER – COMMUNITY DESIGN

Jon will be Project Manager for this project, and will provide technical support for stormwater engineering and urban design tasks related to the scope of work. Jon has 19 years of experience and is a Registered Professional Engineer in seven states. Dedicated to traditional neighborhood design, Jon is a recognized leader in the area of New Urbanist planning and engineering. Prior to joining HW, this focus and a devotion to interdisciplinary collaboration led Jon to found Morris Beacon Design in 2006 as a New Urbanist civil engineering and planning resource firm. Jon is a 2006 Knight Fellow in Community Building at the University of Miami's School of Architecture, a co-founder of the New England Chapter of the Congress for the New Urbanism, and on the faculty of the Form-Based

Codes Institute. Jon's project designs have won local and national awards, including a CNU Charter Award Honorable Mention, the Rudy Bruner Award for Urban Excellence and the Boston Society of Landscape Architects Honor Award.

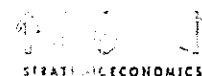
BRIAN KUCHAR, P.E., RLA, LEED AP | SENIOR LANDSCAPE ARCHITECT / CIVIL ENGINEER

Brian has 20 years of experience in the combined fields of civil and environmental engineering and landscape architecture. Specific areas of expertise include landscape architecture, site engineering, streetscape design, environmental restoration, stormwater management, land management planning, surveying, permitting, and construction administration. Brian has been employed in both the public and private sector in southern New England and has experience with a broad range of commercial and residential land development projects. Brian will serve as a technical resource for this project, focusing on green infrastructure and landscape architecture.

ANNE KITCHELL, LEED AP | SENIOR ENVIRONMENTAL PLANNER

Anne will provide technical support with focus on the topics of watershed assessment and stormwater engineering. Anne has 13 years of practical experience in stormwater management and watershed planning, including technical training and regulatory evaluations. Anne has co-authored numerous technical publications (e.g., Stormwater Management in Pacific and Caribbean Islands, The Impacts of Impervious Cover, and the Urban Subwatershed Restoration Manual Series). She has worked in watersheds around the country (including South Carolina, Massachusetts, New York, Connecticut, Vermont, , North Carolina, Tennessee, Virginia, Delaware, Maryland, Pennsylvania, Guam, Hawaii, CNMI, American Samoa, Virgin Islands, and Puerto Rico) to meet TMDL targets and protect drinking water, trout streams, and coral reefs. Anne has experience developing stormwater design manuals, developing training curriculums and facilitating workshops, and implementing drainage improvements and watershed restoration projects.

STRATEGIC ECONOMICS MARKET ANALYSIS AND IMPLEMENTATION STRATEGY



DENA BELZER | PRESIDENT

Dena is the founder and President of Strategic Economics, an urban economics firm located in Berkeley, CA. She has 30 years of experience working on economic issues ranging in scale from regional growth management to individual development projects, and regularly speaks and writes on the topic of transit-oriented development (TOD). Her work has helped position Strategic Economics as a national leader in innovative economics research techniques that guide local public policy decisions based on sound market principals while fostering sustainable communities and creating places with lasting value.

Dena's recent work has focused on plan implementation, including identifying ways to clear market barriers to private development and addressing the need for new infrastructure investment. In 2015 Dena was part of an interdisciplinary team led by the Natural Resources Defense Council to evaluate new public/private partnership structures to fund core infrastructure while also delivering social and environmental benefits. This work was featured at a White House convening to support the Build America Initiative. In addition to her consulting work, Dena has numerous publications and has served as a national expert on many topics for the U. S. Department of Housing and Urban Development, US EPA, The Mayors Institutes for City Design, and The Urban Land Institute.

DEREK W. BRAUN | SENIOR ASSOCIATE

Derek Braun specializes in the analysis of market opportunities and demand, employment and industry trends, the economic and fiscal impacts of development, and implementation and public financing strategies for area plans. Derek's market work includes housing, retail, and office strategy recommendations based on socioeconomic and real estate trends in diverse contexts.

CITIFI CHANGE MANAGEMENT



GABE KLEIN | CITIFI CO-FOUNDER

Gabe is the former Commissioner of the Chicago and Washington DC Departments of Transportation. In both cities he revamped technology platforms and government processes while focusing on putting people first vs. automobiles on city streets. This included launching two of the first and largest bikeshare systems in the U.S. and building protected bike lanes and better pedestrian infrastructure for vulnerable citizens citywide, as well as facilitating private services like carshare and rideshare that could help each cities mobility goals. Gabe honed his creativity and leadership skills working in business, including Zipcar, where he served as Vice President, Bikes USA as national Director of Stores and his own electric powered, organic food truck chain, On The Fly.

Gabe advises governments and companies worldwide on innovation in cities including Singapore where Gabe has been a visiting fellow for the Centre For Livable Cities, working on creating a "car-lite" city-state. In 2015, Gabe also published Start-Up City with David Vega-Barachowitz on Island Press, a manifesto on revamping how (and how fast) we innovate in cities and rethinking public-private partnerships with a triple-bottom line approach as technology shapes a dramatically different future.

For this planning effort, Gabe will be assisted by CitiFi Co-founders Ashley Hand and John Toiva (qualifications included on page 3.26).

Victor B. Dover, FAICP, LEED-AP, CNU-A

Founding Principal



Education

Master of Architecture
in Suburb and Town Design
UNIVERSITY OF MIAMI
Coral Gables, Florida

Bachelor of Architecture
VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY
Blacksburg, Virginia

Publication

*Street Design: The Secret to Great
Cities and Towns*, Victor Dover & John
Massengale, 2014

Professional Experience

Principal, 1987 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Exhibition Designer, 1985
NATIONAL GALLERY OF ART
Washington, DC

Teaching

Faculty, 2004 - present
FORM-BASED CODES INSTITUTE

Faculty, 1995, 1997, 2003
MAYORS INSTITUTE ON CITY DESIGN

Visiting Lecturer, 1988-1997
UNIVERSITY OF MIAMI
School of Architecture & School of Law

Faculty, 1986 & 1991
FLORIDA GOVERNOR'S SUMMER
PROGRAM FOR ARCHITECTURE & DESIGN

In 1987 Victor Dover cofounded the firm that became Dover, Kohl & Partners, and he serves as Principal-in-charge. Along with his partner Joseph Kohl, Mr. Dover's practice focuses on the creation and restoration of real neighborhoods as the basis for sound communities. Victor has personally led over 140 charrettes worldwide. He holds a Bachelor of Architecture degree from Virginia Tech and a Master of Architecture degree from the Suburb & Town Design Program at the University of Miami. Mr. Dover lectures widely around the United States and internationally on the topics of livable communities and sustainable development.

Mr. Dover was cited by *Architecture* magazine as being among "the country's best urban designers and architects." Work by Dover & Kohl has been published in *Southern Living*, *Urban Land*, *Metropolitan Home*, and featured on HGTV, National Public Radio, CNN's *Earthwatch*, and in *BusinessWeek* magazine. Their projects are profiled in a number of planning textbooks, including *The New Urbanism* by Peter Katz, *Community by Design* by Kenneth Hall, *Sustainable Urbanism* by Doug Farr, and *Retrofitting Suburbia* by Ellen Dunham-Jones and June Williamson. Victor's and John Massengale's new book, *Street Design: The Secret to Great Cities and Towns* is on bookshelves now.

Victor Dover is former Chair of the Congress for the New Urbanism (CNU) and was the Founding Chair of the CNU Florida Chapter, the first of its kind. He is a CNU-Accredited Professional. He was a key player in the creation of the Form-Based Codes Institute and the National Charrette Institute, both leading think tanks for sustainable urbanism and community-based planning. Victor is a Fellow of the American Institute of Certified Planners. He served on the core committee setting sustainable urbanism certification standards for the Leadership in Energy and Environmental Design for Neighborhood Development rating system (LEED-ND). Victor has successfully completed all portions of the Architectural Registration Exam.

Service

Member, LEED-ND Core Development Committee, 2011 to 2012

Chair, Congress for the New Urbanism (CNU), 2010 to 2012

Vice Chair, Congress for the New Urbanism, 2008 to 2010

Founding Chair, Florida Chapter, Congress for the New Urbanism (CNU Florida), 2004-2006

Charter Member, Congress for the New Urbanism (CNU), 1993 to present

Emeritus Board Member and Founding Board Member, National Charrette Institute, 2001 to present

Board Director and Co-Founder, Form-Based Codes Institute, 2004 to present

Paul Harris Fellow, Rotary International, 1996

Assistant District Governor, Rotary Club of South Miami, 1998-1999 and President, 1996-1997

Co-Chair, Administrative Council, First United Methodist Church of South Miami, 1997-1999

Director, Jubilee Community Development Corp. (Miami District, United Methodist Church), 1994-1996

Selected Lectures

National Association of City Transportation Officials (NACTO), Keynote Speaker, 2015 (Austin, TX)

CNU National Conference, 2012 (West Palm Beach), 2011 (Chicago), 2010 (Atlanta)

APA National Conference, 2013 (Chicago), 2012 (Los Angeles), 2009 (Minneapolis)

CNU Florida Conference, Keynote Speaker, 2014

CNU Transportation Summit/ProWalk ProBike, Long Beach, CA 2012

Opening Plenary, CNU 17, 2009, Denver, CO

New Partners for Smart Growth Conference, 2011 (Charlotte), 2005 (Miami Beach)

AARP/NAHB Livable Communities Award Ceremony, 2008, Washington, DC

National Association of Home Builders, 2008, Orlando, FL, and 2004, Las Vegas, NV

Australian Council for New Urbanism (ACNU), 2008 and 2005, Brisbane, Australia

Urban Land Institute (ULI), "Reality Check," 2007, Charleston, South Carolina

USGBC Greenbuild international conference and expo, 2006, Denver, CO

American Institute of Architects, 2005, Las Vegas, NV

The Princes Foundation, 2004, London, England

Hawaii Congress of Planning Officials, 2003, Maui, HI

Council on European Urbanism (CEU), 2003, Brussels & Bruges, Belgium

The Seaside Institute, "The Florida Tapes," 1998, Seaside, Florida

Joseph A. Kohl, CNU-Accredited

Founding Principal



Education

Master of Architecture
in Suburb and Town Design
UNIVERSITY OF MIAMI
Coral Gables, Florida

Bachelor of Architecture
VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY
Blacksburg, Virginia

Professional Experience

Principal, 1987 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Project Director, 1986-1987
Image Transformation Laboratory
UNIVERSITY OF MIAMI
School of Architecture
Coral Gables, Florida

Intern Architect, 1985
WARD/HALL ASSOCIATES
Fairfax, Virginia

Teaching

Faculty, 2004 - present
FORM-BASED CODES INSTITUTE

Visiting Instructor, 1986-1991
UNIVERSITY OF MIAMI
School of Architecture

Faculty, 1986
FLORIDA GOVERNOR'S SUMMER PRO-
GRAM FOR ARCHITECTURE AND DESIGN

Joseph Kohl was among the founders who, in 1987, established the firm that became Dover, Kohl & Partners. Concerned with ever increasing suburban sprawl, Joe and Victor Dover began designing sustainable streets, towns, and regions for municipalities and private clients across the country and internationally. Together, they have developed a successful public design process, combining cutting-edge visualization techniques with community participation strategies.

Joe is recognized nationally as an innovator in urban design and graphic communication. He pioneered the use of computer imaging simulations for urban design projects, winning several national awards for his work. He is known for his expertise in applying graphic techniques to development ordinances, and he has authored many of the firm's illustrated land development regulations. Joe is responsible for daily business operations and internal management of the firm. He oversees the firm's urban design, working hands-on with the Town Planners to refine and constantly improve designs for walkable, sustainable urban places.

Joe received his Bachelor of Architecture degree from Virginia Polytechnic Institute, where he also studied at their Washington-Alexandria Center for Architecture. He received his Master of Architecture in Suburb and Town Design from the University of Miami. Joe is a charter member of the Congress for the New Urbanism (CNU), the leading organization promoting walkable, neighborhood-based development as an alternative to suburban sprawl, and is a CNU-Accredited Professional. Joe is also a founder and board member of the Form-Based Codes Institute, a not-for-profit think tank that focuses on quality control, education, and advancement of form-based codes as an alternative to Euclidean zoning. He serves as the Institute's treasurer and he frequently instructs courses on the application and implementation of Form-Based Codes. Joe has also taught numerous design and media courses at the University of Miami.

Service

Vice Chair, Form-based Codes Institute, 2004 to present

Treasurer, Form-Based Codes Institute, 2004 to 2012

Instructor, Form-Based Codes Institute courses:

FBCI 201 Course, Tampa FL, April 2013

FBCI 201 Course, Providence RI, June 2011

FBCI 201 & 301 Courses, Portland ME, May 2011

Panelist, Urban Land Institute's Technical Advisory Panel, Coral Springs, FL, May-June 2013

Panelist, FBCI Codes Forum, Chicago IL, April 2013

Trustee Member, Chamber South, 2008

Member, Technical Review Committee, South Miami-Dade Watershed Plan, 2004-2006

Design Expert/ Resource Team Member, Florida Public Officials Design Institute, 2002

Charter Member, Congress for the New Urbanism, 1993 to present

Board Member, Urban Environment League, 2003-2004

Professional Design Advisory Board, Fairchild Tropical Garden, 1994-1996

Selected Lectures

"Introduction to New Urbanism," Univ. of Miami Law School, November 2013

"1st Generation Transit-Oriented Developments, What Did We Learn?" Rail~volution Annual Conference, Hollywood CA, October 2012

"Form-Based Coding: the Tool for Sustainable Community Design," National Trust for Historic Places National Conference, Austin TX, October 2010

"Form-based Codes," Governor's Annual Conference on Smart Growth, Atlantic City NJ, 2005

"Retail Architecture and the Street," Congress for the New Urbanism, Milwaukee, WI, June 1999

"Making complete neighborhoods," Jax Pride 1999, Jacksonville, Florida, March 1999

"Infill Development in the Urban Corridor, Miami to West Palm Beach," First South Florida Sustainable Building Conference and Exhibition, 1997

Amy Groves, AICP, CNU-A

Principal, Senior Project Director



Education

Master of Urban and Environmental Planning
UNIVERSITY OF VIRGINIA
Charlottesville, Virginia

Bachelor of Architecture
UNIVERSITY OF MIAMI
Coral Gables, Florida

Professional Experience

Town Planner and Senior Project Director,
2002 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Intern Architect, 2001-2002
BRUCE R. WARDELL ARCHITECT, PC
Charlottesville, Virginia

Project Architect, 1999-2000
MC HARRY AND ASSOCIATES
Coral Gables, Florida

Intern Architect, 1998-1999
RODRIGUEZ ARCHITECTS, INC.
Coral Gables, Florida

Amy joined Dover-Kohl in 2002. As a Principal and Senior Project Director, she guides the work of the studio team to create visionary images and implementable plans using the principles of smart growth, sustainable planning, and traditional neighborhood design. Amy has participated in over 50 Dover-Kohl charrettes, functioning as both Project Director and Town Planner for downtown master plans, corridor studies, and form-based codes, as well as new neighborhood plans.

Amy received a Bachelor of Architecture from the University of Miami, and a Master of Urban and Environmental Planning from the University of Virginia. She is certified by the American Institute of Certified Planners (AICP), the Congress for the New Urbanism (CNU-A), as well as the National Charrette Institute (charrette planner), and has taught courses offered by the Form-Based Codes Institute (FBCI).

Selected Projects

RETHINK FOLLY ROAD: A COMPLETE STREETS STUDY, Charleston, South Carolina, 2015 - 2016

Amy served as Project Director for the Folly Road corridor study which explores the potential to remake Folly Road as a more sustainable, multimodal corridor, which could become a precedent for the Charleston region.

A VISION FOR MICHIGAN AVENUE/ GRAND RIVER AVENUE, Lansing Region, Michigan, 2013 - 2014
CATA BUS RAPID TRANSIT EA, Lansing Region, Michigan, 2014 - 2015

Amy served as Project Director for this regional corridor initiative, which engaged the Lansing community in defining a unified vision for the Michigan Avenue / Grand Avenue corridor from the State Capitol to Webberville. Two charrettes provided the opportunity for an in-depth community conversation about the future urban form of the corridor, producing a consensus-based vision for urban design, land use, transportation, and economic development. Amy also served as Project Director for a second Dover-Kohl assignment on this corridor, conducting a charrette for the Capitol Area Transportation Authority (CATA) to explore implementation of bus rapid transit as part of the Environmental Assessment process.

THE TOWN'S BLUEPRINT FOR HISTORIC CHARLOTTE AMALIE, St. Thomas, USVI, 2010 - 2011

VETERANS DRIVE DESIGN ASSISTANCE, St. Thomas, USVI, 2013 - PRESENT

Amy served as Project Director for The Town's Blueprint, a pilot project to demonstrate and test the application of a Form-Based Code (FBC) in the historic neighborhoods of Charlotte Amalie. The first step to creating the Code was conducting a multi-day public charrette to confirm the community's vision for the future; this vision was then translated into a draft FBC. Continuing work has included collaboration with the USVI Department of Public Works and their design team on implementation of a multimodal street retrofit for Veterans Drive, a critical part of the community vision.

THE COLUMBIA PIKE NEIGHBORHOODS PLAN & CODE, Arlington County, Virginia, 2011 - 2012

COLUMBIA PIKE MASTER PLAN AND FORM-BASED CODE, Arlington County, Virginia, 2002

Amy served as Project Director for The Columbia Pike Neighborhoods Plan, which completes the final phase of Arlington County's Columbia Pike Initiative. In June 2011, the Dover-Kohl team led a public charrette process, inviting the community to work in a hands-on, visual method with the consultant team to create a draft plan for the future of the Pike corridor. The purpose of this Plan is to guide future public and private investment decisions to implement community goals such as enhancing the quality of life along the corridor, creating a pedestrian and bicycle-friendly community, and sustaining a supply of housing to serve a community with a broad mix of incomes. Amy also served as a Town Planner for the 2002 Plan and Code for Columbia Pike's mixed use nodes. The Columbia Pike Initiative received a 2014 CNU Charter Award for Best Corridor Plan.

FORT MONROE REUSE PLAN, Hampton, Virginia, 2008

Amy served as Town Planner and later as Project Director for the Reuse Plan for Fort Monroe. This historic, early 19th-century Fort is planned to be closed as a military facility in 2011; the Reuse Plan, adopted in August 2008, provides a framework for reuse that will protect the historic buildings and landscapes, provide public access to the waterfront and a new large-scale park, secure economic sustainability, and allow new development within strict limits.

PLANNED MIXED-USE INFILL DISTRICT CODE, Sarasota County, Florida, 2007

Amy served as Project Director for the creation of the Planned Mixed-Use Infill District, adopted by Sarasota County in August 2007. This Form-Based Code was crafted to promote sustainable, mixed-use infill neighborhoods in the county's aging commercial corridors.

James Dougherty, AICP, CNU-a

Principal, VP - Director of Design



Education

Master of Architecture
Town and Suburb Design Program
UNIVERSITY OF MIAMI
Coral Gables, Florida

Bachelor of Architecture
HAMPTON UNIVERSITY
Hampton, Virginia

Professional Experience

Director of Design, 1996 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Intern Architect, 1995
MMM DESIGN GROUP
Norfolk, Virginia

Assistant Construction Superintendent, 1991
PROJECT MANAGEMENT & DESIGN, INC.
Virginia Beach, Virginia

Teaching

Faculty, 2007 to present
FORM-BASED CODES INSTITUTE

Adjunct Professor, 2006, 2012 to present
UNIVERSITY OF MIAMI
School of Architecture
Coral Gables, Florida

James Dougherty is the Director of Design at Dover, Kohl & Partners. James has dedicated his career to helping communities envision and implement a more walkable, sustainable future. James began working with Dover-Kohl in 1996 and has since participated in over 140 design and form-based coding charrettes in the United States and abroad. James works closely with the firm's Principals, Project Directors and Urban Designers to establish the design direction of each of the office's projects. He participates in all aspects of the office's work, including public involvement, development of master plans, regulating plans and form-based codes. James also specializes in the creation of many of the company's three-dimensional illustrations, using a blend of hand-drawn and computer techniques.

James holds a Bachelor of Architecture degree from Hampton University and a Master of Architecture degree from the Town & Suburb Design Program at the University of Miami, where he serves as an Adjunct Professor. He is certified by the American Planning Association and the Congress for the New Urbanism. James is an instructor with the Form-Based Codes Institute (FBCI), and has led numerous sessions at FBCI workshops. James has successfully completed all portions of the Architectural Registration Exam.

James' graphics and visualizations illustrating sustainable urban design and form-based code principles have been published in over fifteen books. He co-curated the 2012 exhibit "The Art of the New Urbanism" featuring over 200 visualization artworks by leading practitioners of the New Urbanist movement. James founded and continues to co-lead the Congress for the New Urbanism's urban design and illustration training series, the CNU Art Room. James was honored to receive the 2012 Congress for the New Urbanism Florida's "Charles A. Barrett Memorial Award for Continuing Excellence in Architecture And Urban Design". The American Society of Architectural Illustrators has presented James with "Awards of Excellence" in their prestigious Architecture in Perspective (AIP) 24 and 25 international competitions, and "Top Informal Category Award" in their AIP 29 competition.

Affiliations

Member, American Planning Association, 2005 to present (AICP certification)
Member, Congress for the New Urbanism, 2002 to present (CNU-A certification)
Member, American Society of Architectural Illustrators, 2008 to present

Lectures

"The Importance of Art and Illustration in the New Urbanism" Lowe Museum, 2011, Miami, FL
"Brief History of American Urbanism," "Brownfield and Greenfield Projects," and
"Infill and Redevelopment Projects," Form-Based Codes Institute, 2007-2012
"Designing in Public - New Urbanist Charrettes," Co-keynote speaker with Elizabeth Plater-Zyberk,
American Institute of Architecture Students, South Quad conference, 2008, Miami, FL

Publications of Illustrations and Writings

Sustainable Urbanism and Beyond, Tigran Haas, 2012
Sprawl Repair Manual, Galina Tachieva, 2010
Retrofitting Suburbia, Ellen Dunham-Jones and June Williamson, 2009
Form-Based Codes, Daniel G. Parolek, AIA, 2008
Sustainable Urbanism, Douglas Farr, 2008
Redesigning Cities: Principles, Practice, Implementation, Jonathan Barnett, 2008
The Charrette Handbook, National Charrette Institute, 2006
Getting to Smart Growth II, Smart Growth Network, 2003
Mixed-Use Development Handbook, ULI, 2003
New Urbanism: Comprehensive Report & Best Practices Guide, Robert Steuteville, 2003
Greyfields into Goldfields. Dead Malls Become Living Neighborhoods, CNU, 2002
PlaceMaking: Developing Town Centers, Main Streets & Urban Villages, C. Bohl, 2002
Community by Design, Kenneth B. Hall and Gerald A. Porterfield, 2001
New American Urbanism, John A. Dutton, 2000

Pamela Stacy King, CNU-A

Town Planner



Education

Master of Architecture
in Suburb and Town Design
UNIVERSITY OF MIAMI
Coral Gables, Florida

Bachelor of Architecture
UNIVERSITY OF MIAMI
Coral Gables, Florida

Professional Experience

Town Planner, 2006 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Designer I/Job Captain, 2005-2006
FORUM ARCHITECTURE & INTERIOR
DESIGN, Altamonte Springs, Florida

Senior Designer/Project Manager
2002-2005
CANIN ASSOCIATES, INC. Orlando, Florida

GIS Intern, 1999-2000
WALT DISNEY IMAGINEERING,
MASTER PLANNING DIVISION
Orlando, Florida

Affiliations

Member, Congress for the New
Urbanism, 2007 to present
Accredited, 2010

Certified Charrette Planner,
National Charrette Institute, 2007

Graphics in Publications

LEED-ND Handbook, 2009
Form-Based Codes, Daniel G. Parolek,
AIA, 2008

Sustainable Urbanism, Douglas Farr, 2008
*A Legal Guide to Urban and Sustainable
Development for Planners, Developers
and Architects*, Daniel K. Slone, Doris
S. Goldstein, W. Andrew Gowder, 2008

Pamela Stacy King directs projects at every scale drawing on a background in both planning and architecture. Pam focuses on form-based codes, comprehensive plans, master plans, and architectural standards and has experience throughout the United States and internationally. When not directing projects, Pam is the lead designer on illustrative plans working closely with the public to help envision more walkable and sustainable futures. Prior to joining Dover-Kohl in 2006, Pam worked designing homes and community buildings, and producing construction documents and working with municipalities to get projects approved and working with construction managers on-site — both skills that give her a valuable perspective when creating new master plans and form-based codes. Pam received her Bachelor of Architecture and her Master of Architecture in Suburb and Town Design from the University of Miami. She is a certified Charrette planner and is CNU accredited.

Selected Projects

COCOA BEACH GATEWAYS MASTER PLAN, Cocoa Beach, Florida, 2014

Cocoa Beach has remained relatively untouched for several decades, surviving on outside attractors like the Space Shuttle Program. Now the City wants to be "Open for Business" and attract new growth to its commercial areas to attract more visitors and increase its tax base. Pamela led the effort as Project Director to create the *Gateways Master Plan*. The resulting vision redefines SR 520 as a premier east-west corridor connecting the Banana River to the Ocean with a multiway boulevard. The plan lays out a path to revise fine tune development regulations allowing redevelopment to occur.

SEVEN50, THE PROSPERITY PLAN FOR SOUTHEAST FLORIDA, 2012-2014

Seven50 is the plan for the seven counties of Southeast Florida for the next fifty years. The region includes 121 municipalities and over six million people. Plan creation involved over 5,000 people participating in a series of regional summits and local workshops and over one million people via an interactive website. Pamela was a primary coordinator for all public events and was the principal editor of the Seven50 Prosperity Report. Seven50 was funded by the US Office of Sustainable Housing and Communities and was featured on *National Public Radio* and in *The New York Times*.

EL PASO COMPREHENSIVE PLAN, El Paso, Texas, 2010-2012

Pamela assisted in and managed the production of over 250 square acres in El Paso while working on the Comprehensive Plan for the City. Pamela was the primary writer for the Urban Design Element and head editor for the overall document. Connecting El Paso Plan was a first step in the comprehensive planning initiative and was unanimously approved by the El Paso City Council and was awarded a 2011 National Award for Smart Growth Excellence by the US Environmental Protection Agency. The complete comprehensive plan has been submitted to the City for estimated approval by May 2012.

JAMESTOWN MALL AREA PLAN, St. Louis County, Missouri, 2010

Jamestown Mall, located in north St. Louis County is in decline. As project director, Pamela led the team in an effort to find ways to redevelop the mall property in a way that is sustainable and a benefit to the surrounding community. The area plan shows the transformation of the mall parking fields into a diverse walkable, mixed-use village center.

WEST FAIRVIEW AVENUE, Montgomery, Alabama, 2010

The plan proposes transforming the avenue, an auto-dependent strip of commercial uses, into a "main street" with pedestrian provisions like sidewalks, street trees, benches, awnings and on-street parking and encouraging a greater variety of street-oriented civic and retail uses. The plan was designed in conformance with the City's existing form-based code overlay for ease of implementation and included a Transect map for the study area. Pam served as project manager for this effort.

THE BLUEPRINT FOR SPRINGHILL AND OVERLAY ZONING ORDINANCE, Mobile, Alabama, 2007

The Blueprint for Spring Hill outlines the necessary steps to create much-needed walkable centers for this gracious district of Mobile. The plan identified three key commercial intersections and demonstrated their evolution over time from auto-oriented strip shopping centers into memorable meeting places. Pam served as project manager for this effort.

Speaking Engagements

Marketing Innovation: Stimulating Public Engagement Through An Integrated Digital PR Platform |
Florida APA Conference, September 2013

Public Engagement In The Information Age | FPZA Conference, June 2014

Kenneth Garcia, CNU-A

Town Planner



Degrees

Master of Architecture
ANDREWS UNIVERSITY
Berrien Springs, Michigan

Bachelor of Architecture
ANDREWS UNIVERSITY
Berrien Springs, Michigan

Professional Experience

Town Planner, 2007 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Honors

CNU ACADEMIC CHARTER AWARD, 2007
The Saucier Town Plan
Andrews University

TAU SIGMA DELTA HONOR SOCIETY IN
ARCHITECTURE, 2007
Andrews University

Affiliations

Member, Congress for the New Urbanism,
2004 to present

Certified Charrette Planner, National
Charrette Institute, 2007

Lectures & Exhibits

CNU 22 - The Art of Street Design, 2014
Art of the New Urbanism Exhibit, 2012
CNU 20 - SketchUp as a Foundation for
Quick Charrette Hand Drawing, 2012

Kenneth has been with Dover, Kohl & Partners since 2007 and has participated in over 50 design charrettes. He produces many of the firm's illustrations and renderings, using a combination of computer graphics and traditional watercolor techniques. Kenneth received both his Master of Architecture and his Bachelor of Architecture from Andrews University, a leading center for the study of New Urbanism. He is CNU-Accredited by the Congress for the New Urbanism (CNU), and is a Certified Charrette Planner through the National Charrette Institute. Kenneth grew up in Costa Rica and Mexico, and is fluent in Spanish.

Kenneth was a founding member of Andrews University's chapter of the Students for the New Urbanism, and was a member of the design team that won a CNU Charter Award for their work on the Saucier Town Plan for Saucier, Mississippi. He serves on the board of Bike Walk Coral Gables, a local advocacy group that promotes bicycling and walking as safe and healthy forms of transportation and recreation, and as part of Miami Temple's Health Ministries team promoting active and healthy lifestyles.

Selected Projects

PLAN DOWNTOWN OAKLAND, Oakland, California, 2015

The Plan Downtown Oakland project is an interactive planning process for the creation of a Downtown Specific Plan. The project began in the late summer of 2015, with a community kick-off event. In mid-October, Dover-Kohl led a well attended 9-day charrette, located in a storefront in the heart of downtown. The Specific Plan is expected to be completed during the summer of 2016. An Environmental Impact Report (EIR) for the Downtown Specific Plan is expected to be completed during the summer of 2017. Kenneth serves as town planner and illustrator for this project.

CAPITOL CORRIDOR PLAN, Lansing, Michigan, 2014

The Capitol Corridor plan extends approximately 19-miles from the capitol building to the town of Webberville. Spanning 10 municipalities, the corridor transverses cities, towns and countryside. The resulting plan outlines a vision to guide future growth, change and preservation in the corridor; it also provides recommendations for municipalities and key stakeholders to carry these ideas to implementation. Kenneth served as project manager and illustrator for this project.

WATER CAMPUS MASTER PLAN, Baton Rouge, Louisiana, 2013

Working for the Baton Rouge Area Foundation, Dover-Kohl led the initial design of the 30 acre campus that will be the new home of The Water Institute of the Gulf. The campus is expected to grow into a major center for the science and research of river deltas. The Water Campus' walkable streets, public spaces and urban buildings will be a major step toward fostering a better connection between downtown Baton Rouge and Louisiana State University. Kenneth served as Project Director and illustrator for this project.

EL PASO COMPREHENSIVE PLAN, El Paso, Texas, 2012

Over the course of two years, Dover Kohl has led the process of rewriting El Paso's Comprehensive Plan. Through multiple charrettes Dover Kohl worked with the residents, stakeholders and city officials to create a guide to the City's future growth and enable Transit-oriented Development. Kenneth served as a town planner and illustrator for this effort.

CURRIDABAT MASTER PLAN & FORM-BASED CODE, Curridabat, Costa Rica, 2011

Dover, Kohl & Partners teamed with lead firm Castillo Arquitectos of Guatemala City, Guatemala, to create a Master Plan for the municipality of Curridabat, on the outskirts of the Costa Rican capital of San José, with a focus on walkability and livability. Curridabat will be the first municipality in Costa Rica to officially implement a Form-Based Code. It is the recipient of a 2014 CNU Charter Award for Best City Plan. Kenneth served as a town planner and illustrator for this project.

Service

Board Secretary, Bike Walk Coral Gables, 2016-Present

Visiting Critic, Andrews University, 2008-2014

President and Chapter Founder, Students for the New Urbanism, 2004-2006

Jennifer Garcia, CNU-A

Town Planner



Degrees

Master of Architecture
ANDREWS UNIVERSITY
Berrien Springs, Michigan

Bachelor of Architecture
ANDREWS UNIVERSITY
Berrien Springs, Michigan

Bachelor of Arts in Spanish Studies
ANDREWS UNIVERSITY
Berrien Springs, Michigan

Professional Experience

Town Planner, 2013 to present
DOVER, KOHL & PARTNERS
Coral Gables, Florida

Proprietor, 2009-2013
GARCIA DESIGN STUDIO
Coral Gables, Florida

Associate Urban Designer, 2007-2009
JAIME CORREA & ASSOCIATES
Miami, Florida

Architectural Designer, 2006-2007
ARKOS DESIGN, INC
Niles, Michigan

Service

Board Chair, Bike Walk Coral Gables
Vice President, MAA Alumni Association
Visiting Critic, Andrews University
Rebuilding for Resilience Haiti Design
Workshop, University of Miami, 2010
CERENIO, Hogar de Ninos, Bolivia, 2006
Escuela Gabriela Mistral, Ecuador, 2005

Jennifer is a certified Charrette Planner through the National Charrette Institute and is an accredited professional with the Congress for the New Urbanism (CNU). She received both her Master and Bachelor of Architecture from Andrews University, a leading center for the study of New Urbanism. She has spoken at national conferences including the Congress for the New Urbanism about creating plan report documents and her illustrations can be seen in several publications and exhibits. While at Dover-Kohl, she has worked with both municipalities and developers alike to produce innovative master plans, form-based codes, graphics and reports that contribute to the creation of walkable, sustainable urban places.

Jennifer's understanding of a community's history, culture, traditions, and how they contribute to the range of urbanism and local vernacular is influenced by her time living and traveling abroad. Prior to joining Dover-Kohl, Jennifer worked with several top New Urbanist thinkers and contributed to a variety of design teams, including Jaime Correa, Charles Bohl, and Castillo Arquitectos. She also enjoys blogging as a local transit advocate for Transit Miami and as an architecture contributor for Global Site Plans. Her daily bicycle commutes reinforce her belief in nurturing living urbanism with livable streets.

Selected Projects

CODE SMTX, San Marcos, Texas, 2016

Code SMTX is the rewrite of the City's Land Development Code. Jennifer served as a town planner in this effort to expand the portions of the city where walkable urbanism (as opposed to drive-only suburbanism) is the default. Code SMTX includes updates to all regulations relating to land development concerning items like building heights, building materials, required landscaping, street design, lot and block size requirements, parkland dedications and stormwater management. Code SMTX was awarded a Charter Award of Excellence for its Tactical Urbanism Intervention and Project Kickoff on the Block, Street, and Building Scale by the Congress for the New Urbanism in 2015.

SEVEN50 (7 COUNTIES, 50 YEARS), Southeast Florida, 2011-2014

Seven50 is a blueprint for growing a more prosperous and desirable Southeast Florida during the next 50 years and beyond. Jennifer served as a town planner, illustrator, and graphic designer for this plan that ensures a vibrant and resilient economy, and stewardship of the fragile ecosystem. A unique collaboration of more than 200 public, private, and civic stakeholders, Seven50 mapped the strategy for the best-possible quality of life for the more than six million residents of Southeast Florida. Seven50 received the Award of Excellence for Best Practice from the American Planning Association, Florida Chapter, Gold Coast Section.

CAPITOL CORRIDOR, Lansing Region, Michigan, 2013

Jennifer served as a town planner to engage the Lansing region in defining a unified vision for the Michigan Avenue / Grand Avenue corridor. A series of charrettes provided the opportunity for an in-depth community conversation about the future urban form of the corridor and strive to produce a consensus-based vision for the urban design, land use, transportation, and economic development.

EAST PORT OF SPAIN MASTER PLAN, Trinidad & Tobago, West Indies, 2012

Applying the principles of traditional town planning, the firm assisted the East Port of Spain Development Company to restore East Port of Spain's urban centers, reconfigure sprawling settlements into communities of neighborhoods, conserve natural features, and preserve the area's built legacy. Jennifer served as an urban design consultant for this effort.

CONNECTING EL PASO, El Paso, Texas, 2010

Connecting El Paso focused on areas expected to become new centers under the City's new transit plan: Remcon Circle, 5 Points, and the Oregon Corridor. The plan also proposes redevelopment at the former ASARCO site to include connected networks of pedestrian-friendly streets, protected open spaces, office and commercial uses, and regional landmark destinations. The City plans to complete new bus rapid transit centers and street improvements at each transit site and compact, mixed-use transit-oriented development is expected to follow in time. Jennifer served as an urban design consultant for this effort.



G. Wade Walker, PE, Hon. ASLA

Principal



Wade Walker's focus for the past 20 years has been on livable transportation and context sensitive solutions, focusing on rebalancing transportation systems to support the urban or rural contexts in which they occur. He is a recognized expert in Complete Streets, walkability and Smart Growth, and often speaks at national conferences on balanced multimodal solutions. Much of his work is done in a multi-disciplinary charrette setting, working collaboratively with architects, planners, landscape architects, urban designers, and stakeholders to create great communities through a community driven process.

Education

- MS, Transportation Systems, University of Central Florida, 1994
- BS, Civil Engineering, University of Arkansas, 1991

Registrations

- Professional Engineer, AR (16779), NC (035533), FL (51535), MS (20621), TN (00115128), SC (30539)

Professional Highlights

- Alta Planning + Design, 2013
- Fuss & O'Neill, 2009-2013
- Kubilins Transportation Group, 2005-2009
- Glatting Jackson Kercher Anglin Lopez-Rinehart, 1993-2005

Recent Projects

Folly Road Corridor Study, Charleston, SC

Alta worked with the Berkeley-Charleston-Dorchester Council of Governments to enhance multi-modal transportation opportunities, ease traffic congestion, and to improve the aesthetics of the Folly Road Corridor which connects Charleston, James Island, and Folly Beach, SC. Wade served as Principal In-Charge and helped facilitate a week long charrette which resulted in a range of near and long term solutions for the corridor, while producing graphics for the final plan.

Brandon Downtown Master Plan and Citywide Comprehensive Plan, MS

Alta led the transportation efforts for the development of a vision and master plan for Downtown Brandon, Mississippi. Wade assisted in facilitation and design development during the three-day charrette where Alta, the Orion Planning Group, market and local consultants, City staff, and the community worked together to envision a revitalized Downtown Brandon. Alta developed a mobility and landscape architecture plan to expand and enhance the Square, create new on-street

parking and wider sidewalks through lane diets, and create eastern and western gateways to downtown. Additionally, Alta developed a concept to create a greenway linking downtown to the regional park to the south.

3rd and 4th Street Improvements, Chattanooga, TN

Wade is serving as Principal In-Charge for complete street recommendations along the 3rd and 4th Street corridor study being conducted by River City Corporation. The study looks at how to position the corridor better for economic development and connectivity, focusing on creating mobility options for residents and stakeholders within the corridor. Specific recommendations include a road rebalancing on 3rd/4th St. and Riverfront Parkway to better accommodate bike and pedestrian traffic, creation of a transit node at the Chattanooga Zoo, better identity, facilities, and streetscape along the Medical District and University District, and more intuitive multimodal linkages throughout the corridor.

**Completed prior to joining Alta*



Daniel A. Ashworth, Jr., PLA, AICP

Design Associate



Daniel is a Professional Landscape Architect who plans and designs active and livable communities while working hard to see those visions become reality. His professional experience bridges the divide between landscape architecture and planning, bringing the two together. Daniel's professional interests are multimodal transportation, urban design and planning, and public spaces.

Education

- MLA, University of Pennsylvania, 2004
- BLA, Mississippi State University *summa cum laude*, 2002
- BS, Landscape Contracting & Management, Mississippi State University *summa cum laude*, 2002

Recent Projects

Munford Surface Transportation and Land Use Master Plan, TN*

Daniel played a key role in developing a multimodal transportation and downtown master plan for the City of Munford funded by TDOT Surface Transportation Program funds. He was heavily involved in the inventory phase, GIS base mapping, master plan mapping, conceptual streets design, and downtown planning. The project involved making recommendations and prioritizing future multimodal transportation connections along with revitalizing downtown Munford.

Dresden Green Rail Trail and Multimodal Improvements, TN*

On this rail to trail project, Daniel provided design and construction documents work for the trail, street crossings, overlook, trailhead, and connections to an existing park, farmers market and existing street sidewalks. Additional duties performed were TDOT approvals and construction administration. The first three phases are currently under construction, with the fourth phase approaching the bidding phase.

Covington Surface Transportation Master Plan, TN*

This was another multimodal transportation master plan funded TDOT Surface Transportation Program funds for the City of Covington. Daniel's role in the project was street inventory and site analysis, GIS

Professional Highlights

- Alta Planning + Design, 2016-
- A2H, Inc. Engineers, Architects, and Planners, 2014-2016
- Ritchie Smith Associates, 2007-2014
- Glatting Jackson, Inc., 2004-2007

base mapping, master plan mapping, and streets & intersections conceptual design. The project provided recommendations for future multimodal connections and identified potential projects for future TDOT grant applications.

Collierville Center Connect Streetscape Improvements, TN*

Daniel was integrally involved in the design and construction documents of this downtown streetscape project for Collierville. Some of the features of the project were the addition of angled parking and wide sidewalks in phase one, along with sidewalks and curbs and gutters in phase two. This project provides the structure and setting for planned and zoned future dense downtown development on this street. The project is currently in right-of-way acquisition, after which the bidding phase will begin.

Haines City Streetscape Improvements, FL*

Daniel worked on design solutions for three of Haines City's downtown streets and a park space. The streets were reconfigured in a fashion to making them more pedestrian friendly by narrowing the pavement widths and introducing brick as a pavement surface. Intersections were also redesigned making them safer for drivers and pedestrians, and making the main street traffic the dominant and easier move for in-town traffic to help support local downtown retail. Construction was completed in 2008.

**Completed prior to joining Alta.*



Katie Lloyd, PLA
Designer



With a background in both Fine Arts and Landscape Architecture, Katie Lloyd strives to design vibrant public spaces that promote meaningful outdoor activity, while increasing livability and community unity. Katie joined Alta in 2014, bringing a background in public and private sector design. While working for Alta, she has worked on greenway feasibility studies, construction documents, streetscape design, charrettes, and complete streets plans, as well as bicycle and pedestrian planning projects. In addition to a passion for placemaking and active transportation, Katie has devoted much of her artistic and academic career to agricultural systems and food access, resulting in a graduate thesis focused on family farming and numerous food-targeted public art projects.

Education

- MLA, Landscape Architecture, Clemson University, 2013
- BFA, Fine Arts: Sculpture, Winthrop University, Summa Cum Laude, 2009

Professional Registrations

- Professional Landscape Architect: SC (#1335)

Professional Highlights

- Alta Planning + Design, 2014–
- Project Designer, Familiar Workshop, 2013–2014
- Landscape Architect/Designer I, Merrick & Company, 2013–2014
- Landscape Architecture Intern, City of Greenville, SC, 2012–2013
- Project Coordinator, a.LINE.ments studio at Clemson University, 2010–2013

Recent Projects

3rd and 4th Street Improvements, Chattanooga, TN

Katie served as a project designer for complete street recommendations along the 3rd and 4th Street corridor study being conducted by River City Corporation. The study looks at how to position the corridor better for economic development and connectivity, focusing on creating mobility options for residents and stakeholders within the corridor. Specific recommendations include a road rebalancing on 3rd/4th St. and Riverfront Parkway to better accommodate bike and pedestrian traffic, creation of a transit node at the Chattanooga Zoo, better identity, facilities, and streetscape along the Medical District and University District, and more intuitive multimodal linkages throughout the corridor.

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range of short- and long-term solutions for the corridor, while producing graphics for the final plan.

Main Street Streetscape, Midland, MI

Alta is working with the Michigan Baseball Foundation to produce a master plan for Main Street Midland, MI. The plan provided a range of design solutions to enhance the downtown character and provide more opportunities for pedestrians. Katie participated in the design charrette, which included collaboration with town staff, business owners, and local officials.

Augusta Street Streetscape, Greenville, SC

With funding from the FY15/16 Capital Improvement Program, the City of Greenville selected Alta to provide professional engineering and landscape architecture services. Katie served as a project designer from conceptualization and public involvement, through permitting, and construction documentation for Augusta Street and University Street (approximately 2500 LF). Street improvements along the corridor include sidewalk expansion for outdoor dining, increasing on-street parking, traffic calming bulb-outs, landscaping, pedestrian lighting, and utility relocation and consolidation



Jennifer T. Bihl, PE, PTOE
President, Bihl Engineering, LLC

MUSC Campus Traffic Analysis, Traffic Analysis for the Children's Hospital and Women's Pavilion and Medical District Transportation Analysis and Conceptual Planning - Charleston, Charleston County, SC — Jennifer has been assisting the Medical University Hospital Authority (MUHA) with their transportation needs for a number of years. Tasks include determining baseline traffic conditions, trip routing through the hospital's campus, the future traffic conditions including performance of the traffic analyses for the new Children's Hospital and the new parking garage on Bee Street. We also assist MUHA, Roper Hospital and the VA Medical Center with the Medical District efforts. The Medical District creates a collaborative approach to the area and partners with the City. The Medical District effort has included (to date) a year-long planning process including multiple charrettes, including transportation and parking analyses of the conceptual planning efforts reviewing the mobility and operations of all modes throughout the district.

Rethink Folly Road - Charleston, SC — Working with the Dover Kohl led team, we provided traffic and transportation engineering support for the complete street project engaging in tasks such as existing conditions data collection and analysis, future conditions analyses and assisting in the coordination with the local transportation stakeholders. This project developed multi-modal short and long term concepts for the corridor and surrounding area to enhance mobility for corridor users.

City of Aiken Downtown Parking Study, Aiken, SC — Working with City staff, a parking subarea study was conducted in downtown Aiken, SC for key blocks to determine the parking conditions and trends in the study area. The study area was comprised of the traditional land uses for a downtown area and included civic, retail, and restaurant uses. This project created a baseline for downtown parking use and identified improvements to the existing parking system.

Nexton, Summerville/Berkeley County, SC — As the transportation engineer for the Nexton community since 2009, Jennifer performs the transportation analysis for the overall development as well as for each phase as it is developed. Tasks include intersection analyses, trip routing, general transportation engineering services, development of projected traffic volumes as well as operational analysis and design documents needed for regulatory approval.

On-call Services, Various Locations, SC — Jennifer performs transportation engineering on-call services for various municipalities and Counties across the region, including the City of Charleston.

Traffic Impact Analyses, Various Locations, SC — Performs data collection, intersection level of service analyses, signal warrant studies, turn lane warrants and dimensioning, and the identification of necessary improvements, for numerous projects across the region while coordinating with municipalities, counties, and SCDOT.

**South Carolina Certified
Woman Owned Business**

*Bachelors of Science, Civil
Engineering, Clemson
University, 1999*

*Masters of Science, Civil
Engineering, Clemson
University, 2000*

*Professional Engineer in South
Carolina (#25271), Georgia (PE
030949), Florida (#60803),
Alabama (#29445-E), and
Mississippi (#18505)*

*Professional Traffic Operations
Engineer*

LEED Accredited Professional

*Vice President, Southern District
Institute of Transportation
Engineers*

*Secretary and Member of AV050
Committee, Airport Terminals
and Ground Access -
Transportation Research Board*

*Past President, Institute of
Transportation Engineers, South
Carolina Section*

*Member, Institute of
Transportation Engineers*

*Former Beaufort County
Planning Commissioner and
Beaufort-Port Royal Metropolitan
Planning Commissioner*

*ULI Carolinas, Rethinking
Southern Cities Council*

Member, Urban Land Institute

*Past Technical Advisory
Committee for the Beaufort
County Form Based Code*

*International Municipal Signal
Association Work Zone Safety,
Traffic Signal Level I and Traffic
Signal Level II - Field Certified*



Sarah Van Cott, EIT

Traffic Impact Analyses, Various Locations, SC — Performance of data collection, intersection level of service analyses, signal warrant studies, turn lane warrants and dimensioning, identification of necessary improvements, queuing analyses, and provides responses to review agency comments for numerous projects across the region.

MUSC Campus Traffic Analysis, Traffic Analysis for the Children's Hospital and Women's Pavilion and Medical District Transportation Analysis and Conceptual Planning - Charleston, Charleston County, SC — Performance of the traffic analysis for the new Children's Hospital and the new parking garage on Bee Street. In addition, tasks have included assisting MUHA, Roper Hospital and the VA Medical Center with the Medical District efforts. The Medical District creates a collaborative approach to the area and partners with the City. The Medical District effort has included (to date) a year-long planning process including multiple charrettes, including transportation and parking analyses of the conceptual planning efforts reviewing the mobility and operations of all modes throughout the district.

I-85 Widening MM 80 to MM 96, Spartanburg and Cherokee Counties — As a subconsultant to ICE, performing crash data review and summary for approximately 16 miles of interstate including the rural interchanges and the surrounding roadways and development of interchange modification reports for the proposed widening project on Interstate 85 that includes widening the interstate one lane in each direction as well as interchange and overpass modifications.

Rethink Folly Road - Charleston, SC — Working with the Dover Kohl led team, we provided traffic and transportation engineering support for the complete street project engaging in tasks such as existing conditions data collection and analysis, future conditions analyses and assisting in the coordination with the local transportation stakeholders. This project developed multi-modal short and long term concepts for the corridor and surrounding area to enhance mobility for corridor users.

City of Aiken Downtown Parking Study, Aiken, SC — Working with City staff, a parking subarea study was conducted in downtown Aiken, SC for key blocks to determine the parking conditions and trends in the study area. The study area was comprised of the traditional land uses for a downtown area and included civic, retail, and restaurant uses. This project created a baseline for downtown parking use and identified improvements to the existing parking system.

*South Carolina Certified
Woman Owned Business*

*Bachelor of Science in
Engineering, Aerospace
Engineering, University of
Michigan*

*Engineer in Training - South
Carolina*

*Member, Institute of
Transportation Engineers -
South Carolina Section*

Richard A. Claytor, Jr., P.E.
President

Horsley Witten Group
Sustainable Environmental Solutions



Areas of Expertise

- Wetland and Natural Resource Area Assessments
- Environmental Permitting & Compliance
- Smart Growth/ Low Impact Development
- Watershed Planning & Assessment
- Civil Engineering
- Environmental Engineering
- Stormwater Management
- Surveying
- Site Design
- Training

Professional Registrations

- Professional Engineer, Massachusetts, New Hampshire and Maryland
- Massachusetts Certified Soil Evaluator
- LEED Accredited Professional

Professional Affiliations

- Massachusetts DEP Stormwater Policy Advisory Committee
- Town of Sandwich, Massachusetts Planning Board, 2007 to 2011
- American Society of Civil Engineers

Academic Background
Bachelor of Science, Union College, Civil Engineering, Concentration in Hydrology, Hydraulics, Water Resources, and Geotechnical Engineering

Rich Claytor has more than 30 years of practical experience in civil and environmental engineering with specific expertise in water resource planning, design, implementation, research, education, and training. Rich has extensive experience and expertise in stormwater management design, implementation, program assessment, policy and evaluation. Rich also is experienced in watershed planning, training and education; water resource assessment, research, and permitting; water supply and wastewater design; land use planning, site design and research; storm drainage, erosion/sediment control, and roadway design; and construction administration. He has authored a variety of stormwater manuals and publications on stormwater policy, design and implementation, and has presented at dozens of training workshops and conferences over the last two decades. He has been the principal designer of stormwater management and stream restoration measures for a wide range of projects throughout New England and the Mid Atlantic.

REPRESENTATIVE PROJECTS

Implementing LID to Meet an Impervious Cover TMDL in Engleville Brook, Mansfield, CT: Principal-in-Charge for the implementation of stormwater retrofit opportunities to disconnect and manage over 90 acres of imperviousness on the University of Connecticut campus to meet the country's first impervious cover-based TMDL. Applicable low impact development techniques were identified within constraints of high density land use, extensive soil compaction and alteration, and expansive parking lots. Priority projects were identified based on cost/benefit analysis, feasibility with master campus planning, and amount of impervious cover captured.

Phase II Stormwater Permit and LID Training Clinics for Municipal Officials in New England, EPA Region I: Conducted a series of training clinics and hands-on assistance to New England municipal staff on the requirements of the new Phase II permits, as well as helping municipal officials and decision-makers encourage the use of low impact development/green infrastructure practices.

Promoting Green Infrastructure (GI) in the City of Chelsea, MA (2012): Principal in Charge to assist US-EPA Region I in promoting the use of GI in the Chelsea. This project informed the public about GI by developing outreach materials and reviewed existing City and State codes relative to the use of GI practices and suggested code improvements. The project also educated regulatory board members and City staff members on options, benefits, limitations, and costs of GI and provided plan review examples by presenting the technical material at a targeted workshop.

Fuller Brook Restoration, Wellesley, MA: Principal-in-Charge for the restoration of a 2.2-mile reach of a suburban impaired stream/wetland system within Fuller Brook Park, a major recreation and transportation corridor for the town. Primary design components include stormwater controls, recreated stream channels, stream bank stabilization, in-stream aquatic habitat, and wetland floodplain restoration.

Newburyport

Sandwich

Providence

Boston

www.horsleywitten.com

Jonathan Ford, P.E.

Senior Project Manager - Community Design

Horsley Witten Group
Sustainable Environmental Solutions



Areas of Expertise

- Land Use Planning
- Smart Growth/ Low Impact Development
- Downtown & Neighborhood Revitalization
- Civil Engineering
- Urban Design

Professional Registrations

- Registered Professional Engineer MA, RI, CT, NC, NH, AR, TX
- National Charrette Institute Charrette Planner Certification

Professional Affiliations

- Board of Directors: Co-founder, President 2006-2008: New England Chapter of the Congress for the New Urbanism
- Board of Directors: Blackstone Parks Conservancy
- Faculty, Form Based Codes Institute
- Knight Fellow in Community Building, University of Miami School of Architecture

Academic Background

Bachelor of Science in Civil Engineering – University of Notre Dame

Jonathan has 17 years of professional engineering experience. As a New Urbanist civil engineer and designer, Jon believes compact, walkable neighborhood design leads to vibrant, lovable places in balance with nature. Dedication to traditional neighborhood design and a belief in interdisciplinary collaboration led Jon to found Morris Beacon Design in 2006 where he served as a New Urbanist civil engineering and planning resource until joining the Horsley Witten Group.

REPRESENTATIVE PROJECTS

Heritage Creekside, Plano, Texas: Rosewood Property Company is developing the Heritage Creekside project in Plano, Texas. The 156-acre infill project has an approved buildout of over 1,400 residential units, a hotel, and 2.5 million square feet of commercial space. HW is collaborating with Gateway Planning on planning, urban design, and civil engineering efforts including integration of the existing Pittman Creek into the master plan and production of construction documents for open space plazas, multi-modal paths, a pedestrian bridge, and naturalized creek restoration.

MetroPlan Jump Start Central Arkansas: Arkansas MetroPlan, the council of local governments for the central Arkansas metropolitan area, was looking to Jump Start sustainable projects in central Arkansas by providing site specific development plans for seven sub-areas to demonstrate proof of concept of economically and environmentally sustainable projects. Horsley Witten, as part of a consultant team led by Gateway Planning, was involved in all aspects of the project including development of subarea selection criteria, subarea application review, needs assessment, community visioning, planning and urban design, preparation of form-based zoning codes, and implementation planning. Horsley Witten developed an infrastructure framework for each of the communities, including neighborhood/block analysis, pedestrian and bicycle oriented street design, streetscape design, and green infrastructure.

Folly Road Complete Streets Study, Charleston, South Carolina: HW collaborated with Dover, Kohl and Partners and local stakeholders on a Folly Road Complete Street vision. Folly Road is the main spine of James Island, located south of the city of Charleston. Despite rich heritage and natural beauty, auto-oriented transportation infrastructure and sprawling development patterns are eroding the corridor's charm. The team led stakeholder input sessions, public visioning, and collaborative design and engineering as part of an intense seven-day design charrette, with solutions built into a comprehensive final report. HW focused on integration of ecological and green infrastructure solutions with pedestrian/bicycle mobility improvements and town placemaking at the corridor, block, street, and site scales. The plan has been formally adopted by all five communities within the corridor study area.

Newburyport

Sandwich

Providence

Boston

www.horsleywitten.com



Brian Kuchar, P.E., R.L.A., LEED AP

Project Manager – Senior Landscape Architect/Civil Engineer



Areas of Expertise

- Civil Engineering
- Stormwater Management
- Wastewater Management
- Surveying
- Landscape Architecture
- Site Design
- Sustainable Design
- Smart Growth/ LID
- Downtown & Neighborhood Revitalization
- Meeting Facilitation
- LID Training

Professional Registrations

- Professional Engineer, RI
- Registered Landscape Architect, MA and RI
- LEED AP

Professional Affiliations

- American Society of Landscape Architects
- Board of Directors, Friends of Ballard Park, Newport, RI, 2004 to 2006
- Planning Board, Newport, RI, 2005 to 2006

Academic Background

Bachelor of Science, Civil Engineering, Concentration in Environmental Engineering, Worcester Polytechnic Institute

Bachelor of Landscape Architecture, Landscape Architecture, University of Rhode Island

Brian has 18 years of experience in the combined fields of civil and environmental engineering and landscape architecture. Specific areas of expertise include: stormwater management, innovative alternative and conventional septic design, erosion and sediment control, site engineering, coastal design, ecologically sensitive landscape design, urban landscape design, environmental restoration, land management planning, surveying and federal, state, and local permitting, and construction inspection and administration. Brian has been employed in both the public and private sector in southern New England and has experience with a broad range of commercial and residential land development projects.

REPRESENTATIVE PROJECTS

Affordable Mixed Use Housing Development at Mashpee Commons, Mashpee, MA: Project Manager for site design of pedestrian-oriented affordable housing neighborhood. The project is comprised of 41 buildings, and includes a mixed-use district and a village green. Brian is providing engineering and landscape design services for integrated site design, including pedestrian oriented site layout, roadway and traffic design, green infrastructure practices, and enhanced streetscapes.

Heritage Creekside, Plano, Texas: Senior Landscape Architect for the Heritage Creekside urban neighborhood project in Plano, Texas. HW is collaborating with Gateway Planning to lead design and engineering efforts including integrating restoration of the existing Pittman Creek and tributaries into the overall master plan, producing multi-family, single-family, and mixed-use walkable neighborhood designs for pricing and permitting, and incorporating green infrastructure principles and best practices into the project at the block, street, and building scales of development. Rosewood Property Company has commenced construction.

Marston Mills Village Center Streetscape Improvements, Barnstable, MA: Project manager for planning and engineering services to develop pedestrian and transportation improvements for the Marstons Mills Village Center. Brian oversaw the identification of improvement concepts, green infrastructure opportunities, working with the Town and transportation engineer, and is engaged in a thorough public participation process to incorporate recommendations from multiple stakeholders.

Mill River Park and Riverwalk, LID Retrofit Design and Buffer Restoration, Taunton, MA: Lead Landscape Architect and Engineer the design of an LID retrofit and buffer restoration redevelopment project in conjunction with the design of the Mill River Park and Riverwalk in downtown Taunton, MA. Our team worked with Landscape Architects Brown, Richardson & Rowe to bring the project through full design and environmental and historic district permitting. The project was constructed in 2011. A ribbon cutting ceremony to celebrate the park was held in October 2011, with the Mayor, Lieutenant Governor and project partners.

Newbury port

Sandwich

Providence

Boston

www.horsleywitten.com

Anne C. Kitchell, LEED AP
Project Manager - Senior Environmental Planner

Horsley Witten Group
Sustainable Environmental Solutions



Areas of Expertise

- Watershed Planning & Assessment
- Coastal Resources
- Stormwater Management
- Site Design
- Low Impact Design
- Training
- Meeting Facilitation

Professional Registrations

- LEED AP, New Construction, 2009
- South Carolina Certified Erosion and Sediment Control Inspector

Award

Maryland Distance Learning Association 2008 Distance Learning Course of the Year

Academic Background

Masters of Marine Policy, University of Delaware

Bachelor of Science, Marine Science, University of South Carolina

Bachelor of Science, Biology, University of South Carolina

Anne has 15 years of practical experience in stormwater and watershed management, MS4 stormwater program evaluations, technical training, pollutant load modeling, and stakeholder facilitation. A former program manager for the Center for Watershed Protection, Anne has authored several publications related to watershed management and has developed dozens of watershed plans around the country. She has worked with numerous MS4s on updating regulations and enhancing stormwater programs. Anne has extensive experience evaluating BMP performance and retrofitting schools, parks, public works yards, and roadways. She is one of HW's primary providers of technical trainings for public and private sector practitioners on stormwater planning, sustainable stormwater funding, and implementation. She has conducted a number of rain garden installation clinics to train watershed enthusiasts on how to site, design, construct, and maintain these practices.

REPRESENTATIVE PROJECTS

Training Municipal Officials on Good House Keeping and Pollution

Prevention: Provided training with the Merrimac Valley Planning Commission for 14 MS4 jurisdictions on how to meet MS4 permit requirements for pollution prevention at municipal properties. The training included a field trip to the Andover DPW Yard to evaluate on the ground conditions and stormwater opportunities.

Supporting New England, EPA Region 1 Small MS4 Stormwater General

Permit: The pending MS4 permits in Massachusetts and New Hampshire are arguably some of the most progressive in the Country. Anne conducted training clinics to educate regulated communities on the new permit requirements and developed technical documents for calculating directly-connected impervious area, assessing local codes, retrofitting, and illicit discharges that can be found at <http://www.horsleywitten.com/MS4-LID-training/>.

Implementing LID to Meet an Impervious Cover TMDL, CT (2010):

Identified stormwater retrofit opportunities to manage > 90 acres of imperviousness on UConn's campus to meet the country's first impervious cover-based TMDL. Projects were prioritized based on cost/benefit analysis and feasibility with master campus planning.

Sustainable Stormwater Financing to Meet the Charles River Watershed

TMDL: Evaluated stormwater program and capital costs for three towns to comply with NPDES MS4 regulations, including estimating retrofit and funding potential. A summary fact sheet and copies of the full funding report documenting requirements for a Stormwater Utility structure can be accessed at www.epa.gov/region1/npdes/charlesriver/index.html#SSFP.

Facilitating Stormwater Utility development in EPA Region 1:

Coordinated and facilitated a regional meeting in NH targeting MS4 communities interested in establishing stormwater utilities. The meeting included a panel of experts from New England communities that have established or tried to

Newburyport

Sandwich

Providence

Boston

www.horsleywitten.com



Education
Master of City Planning
University of California, Berkeley

Bachelor of Arts, Psychology
Pitzer College

Professional Experience
Principal, Bay Area Economics
(1987-1998)

Associate Planner, Sedway Cooke
Associates
(1983-1987)

Memberships and Distinctions

Lambda Alpha International

Urban Land Institute (ULI)

American Planning Association
(APA)

President, Board of Directors for
Community Economics, Inc.

Mayor Institutes for City Design

Selected Publications

*Transit and Regional Economic
Development*, 2011

TOD and Employment, 2011

CDFI's and TOD, 2010

Contact

(510) 647-5291 x 108
dbelzer@strategiceconomics.com

Dena Belzer is the founder and President of Strategic Economics. Ms. Belzer has 30 years of experience working on urban economic issues ranging in scale from regional growth management strategies to individual development projects. Ms. Belzer's specializations include transit-oriented development, economic development, infrastructure funding and financing, and project implementation. Ms. Belzer was a founding member of the Center for Transit Oriented Development and is a nationally recognized thought leader in the urban economics field, having served as an advisor and/or key speaker at activities sponsored by various groups including the Urban Land Institute, the American Planning Association, the U. S. Environmental Protection Agency, The U.S. Department of Housing and Urban Development, and the Mayors Institute for City Design.

Selected Projects

Fort Ord Regional Urban Design Guidelines, Monterey County, CA, August 2014 - Ongoing

As part of a consultant team led by Dover Kohl & Partners (DKP), Strategic Economics is providing economic and market analysis to inform the creation of Regional Urban Design Guidelines for the former Fort Ord army base. Ms. Belzer oversaw an analysis of employment, demographic, and real estate market trends in Monterey County, including evaluating the role that California State University Monterey Bay (CSUMB) plays in supporting economic activity in the region.

Mid-Michigan Economic Analysis, Lansing, MI; 2013

Ms. Belzer led an analysis and participated in community design charrettes to help develop a unified vision for the Michigan/Grand River Corridor in the Mid-Michigan region. Strategic Economics assessed the economic and market opportunities for employment-driven transit-oriented development along the corridor. The team's work included analysis of spatial employment patterns and trends, a commercial market demand analysis, and participation in two community design charrettes. Strategic Economics crafted strategies for leveraging the corridor's institutions to enable high-quality development and reinvestment in three sub-areas within the corridor.

Bergamot Area Plan, Santa Monica, California; 2013

As part of a consultant team, Ms. Belzer led a market and financial analysis for the Bergamot Area Plan. One of the strongest "creative" office markets in the region, the Bergamot study area also includes more than 40 commercial galleries at the Bergamot Art Center, as well as the future Bergamot station on the Exposition light rail line. The analysis assisted the City and consultant team in identifying the land uses and building types which were both economically feasible and fit the goals of local business owners, residents and stakeholders.



Education
Master of Planning
University of Southern California

Bachelor of Science, Management
Case Western Reserve University

Professional Experience
Project Area Intern
Community Redevelopment Agency
of the City of Los Angeles

Economic Development Intern
JWA Urban Consultants

Memberships and Distinctions
SPUR San Francisco

American Institute of Certified
Planners Award for Outstanding
Achievement in the Study of
Planning, Sol Price School of Public
Policy, USC

Comprehensive Examination Prize for
Economic Development, Sol Price
School of Public Policy, USC

Contact
510-647-5291 x 112
dbraun@strategiceconomics.com

Derek Braun specializes in managing analyses of market opportunities and demand, employment and industry trends, and the economic and fiscal impacts of development and transit investments. Mr. Braun has extensive experience working on market studies at the transit corridor level across a wide range of market contexts ranging from Honolulu, to Los Angeles, Indianapolis and Hartford.

Selected Projects

San Leandro General Plan Update, *San Leandro, CA, 2014*

Mr. Braun is managing Strategic Economics' analysis of San Leandro's role within the regional economy and the unique strengths of the city's commercial and industrial districts. Based on these results, Mr. Braun is working with the city to provide strategic input on changes to San Leandro's land use and investment priorities.

Market Analysis of Knowledge Corridors, Hartford, CT and Springfield, MA regions, 2013

Mr. Braun led the market analyses supporting this regional transit-oriented development and economic development strategy. His work included an assessment of employment in the region by subarea and industry; historic and projected economic growth by industry; workforce characteristics; and the identification of industry clusters of significance for transit-oriented development.

Mid-Michigan Economic Analysis, Lansing, MI; 2013

Mr. Braun was project manager and lead analyst for this study assessing economic development opportunities along a proposed bus rapid transit corridor. He examined market and economic conditions at the regional and corridor levels, and helped craft a strategy for leveraging the new transit connection by concentrating development efforts in high-potential nodes along the corridor.

Fremont City Center Precise Plan, *Fremont, CA, 2013*

Mr. Braun managed this project and performed technical analyses to support the creation of a precise plan intended to transform this "civic center adjacent" area into a transit-oriented and pedestrian-friendly district. Mr. Braun's work included market analyses, preparing an affordable housing strategy, and developing a funding and implementation strategy to incrementally transform City Center into a gateway for Fremont's Downtown.

Long Beach Boulevard / Midtown Specific Plan, *Long Beach, CA, 2013*

Mr. Braun managed Strategic Economics' contribution this project including conducting a market overview and targeted financial analysis to test the viability of different building types in this challenging transit-oriented market location. Mr. Braun also wrote the implementation strategy for the specific plan, focused on achieving early funding and implementation of key "catalyst" projects to spur additional private sector investment.

Gabe Klein
Project Manager
Co-Founder, CityFi
Washington, District of Columbia, USA



Gabe is the former Commissioner of the Chicago and Washington DC Departments of Transportation. In both cities he revamped technology platforms and government processes while focusing on putting people first vs. automobiles on city streets. This included launching two of the first and largest bikeshare systems in the U.S. and building protected bike lanes and better pedestrian infrastructure for vulnerable citizens citywide, as well as facilitating private services like carshare and rideshare that could help each cities mobility goals. Gabe honed his creativity and leadership skills working in business, including Zipcar, where he served as Vice President, Bikes USA as national Director of Stores and his own electric powered, organic food truck chain, On The Fly.

Post-government, and after an enriching fellowship with the Urban Land Institute in 2014, Gabe joined Fontinalis Partners as a Special Venture Partner on their \$100 million 2nd fund. Gabe also advises governments and companies worldwide on innovation in cities including Singapore where Gabe has been a visiting fellow for the Centre For Livable Cities, working on creating a "car-lite" city-state. In 2015, Gabe also published *Start-Up City* with David Vega-Barachowitz on Island Press, a manifesto on revamping how (and how fast) we innovate in cities and rethinking public-private partnerships with a triple-bottom line approach as technology shapes a dramatically different future.

Gabe sits on the boards of Streetsblog, Carma, and advisory boards of NACTO, Sensity Systems, Zendrive, and advises next-gen start-ups including Phone2Action and Transit Screen. As Commissioner, he has worked to bring a new Riverwalk to Chicago as well as the breathtaking Bloomingdale Trail, 100's of miles of bike lanes, new policies combined with technology solutions to revamp parking, permitting, and many other arcane government processes.

Education: Bachelor of Science (Marketing & Management),
Virginia Tech University

Ashley Z. Hand, AIA, LEED AP BD+C
Co-Founder, CityFi
Los Angeles, California, USA



Ashley recently served as the Transportation Technology Strategist for the City of Los Angeles Department of Transportation. As a fellow, she developed public policy, an action plan and pilot program recommendations for transportation happiness, shared mobility, automated vehicles and other technologies which will be publicly released in August of 2016. Prior to her role with the City of Los Angeles, Ashley served as the first Chief Innovation Officer for the City of Kansas City, Missouri where she created the nation's most comprehensive smart city to date through a public-private partnership that utilizes large companies and nimble start-ups to fulfill the city's goals, and initiated the development of a policy and operational framework to integrate technology into transportation, water and energy management for the city among other civic innovation projects.

Ashley is a registered architect and green building professional and previously worked with AECOM on sustainability, planning and design projects across North America. Projects include KC Digital Roadmap, KC Smart City, Open Data Policy, and Urban Mobility in a Digital Age: A Transportation Technology Strategy for Los Angeles.

Education: Master of Architecture I, Pratt Institute
Bachelor of Arts (Political Science), McGill University

Certifications: Licensed Architect, State of Missouri, License No:
A-2014010813

Leadership in Energy and Environmental Design (LEED)
Accredited Professional, Specialty in Building Design +
Construction, GBCI No: 10211237

John Tolva
Project Manager
Co-Founder, CityFi
Denver, Colorado, USA



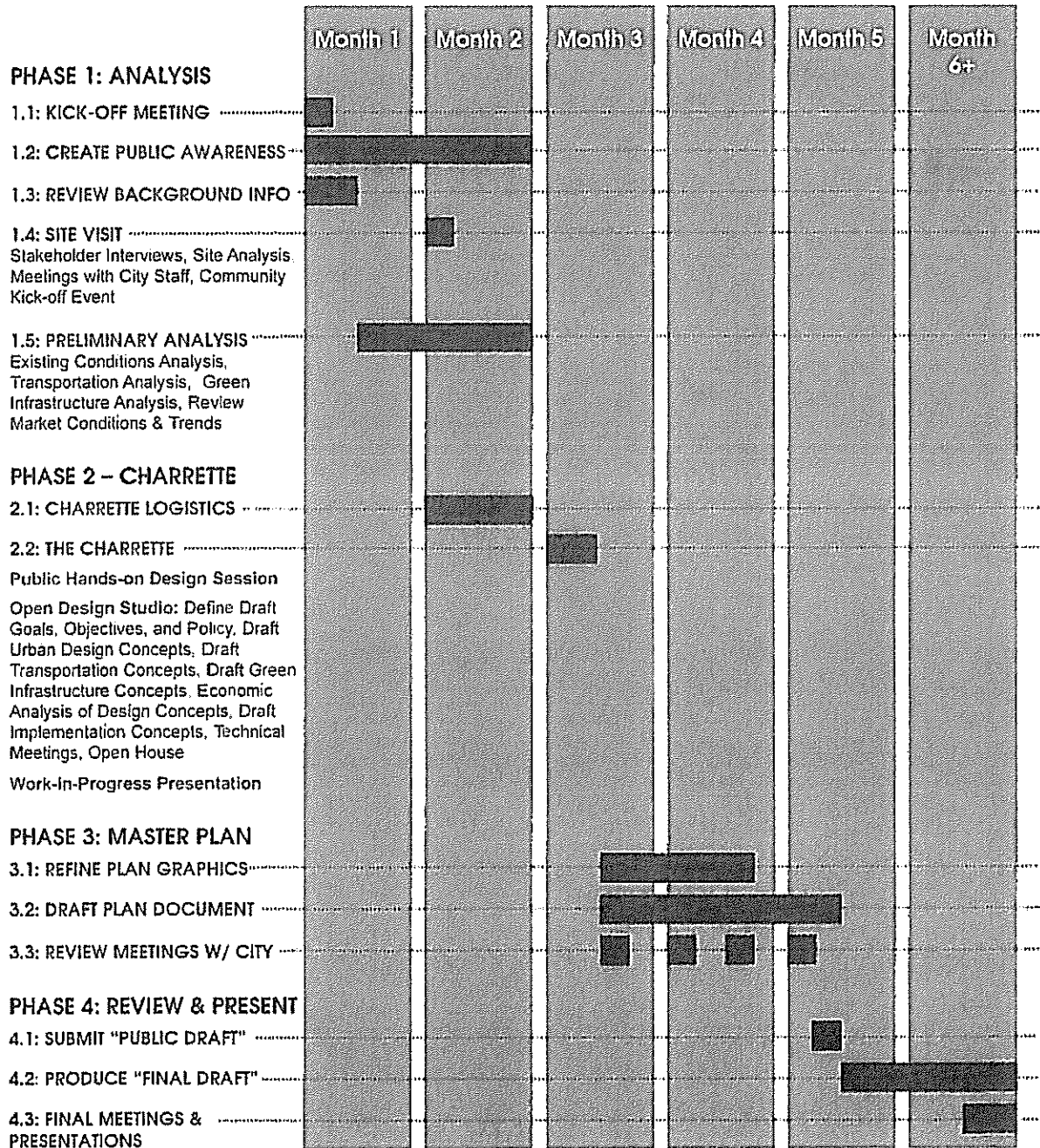
Formerly John was the president of PositivEnergy Practice, an urban systems engineering firm based on data-driven planning for new building design, retrofits, and urban design. John's career has focused on developing and applying technology to improve the urban environment. From 2011 to 2013 he was Chief Technology Officer for the City of Chicago, leveraging technology to streamline public services through more efficient data-sharing, digital communications, and next-generation infrastructure. He led the development of 'The City of Chicago Technology Plan', an initiative that sets forth a series of public-private strategies to accelerate economic growth, build educated and digitally-engaged communities and workforce, improve government services, and reduce costs through technology.

In 2012, the White House recognized John as a 'Champion of Change'. Prior to joining the City, he was Director of Citizenship and Technology at IBM Corp, where he worked on the firm's 'smarter cities' initiative, advising cities how to incorporate data analytics into planning and operations. John led the City Forward project, the first global aggregator and visualizer of urban data sets.

Education: Bachelor of Arts (English), Vanderbilt University
Master of Arts (English), Washington University, St. Louis
Master of Science (Information Design and Technology),
Georgia Institute of Technology

PROJECT SCHEDULE

Section 1 outlines a series of tasks and tentative timeline to complete the West Ashley Master Plan. Based on the anticipated schedule for project completion and previous similar efforts, we have identified the following preliminary schedule:



SIMILAR EXPERIENCE

Dover, Kohl & Partners was founded in 1987. Our expertise lies in balancing the visionary 'civic art' of planning with the practical consensus building needed to make projects succeed. We are trained in the principles of sustainable town planning, and have perfected techniques for documenting and understanding local traditions in building to enhance each community's sense of place.

Our plans and codes focus on smart growth, sustainability, and emphasizing that there does not have to be a trade-off between livability, economic prosperity, and environmental concerns. Victor Dover and Joseph Kohl are charter members of the Congress for the New Urbanism and have worked for many public agencies, developers, and citizen groups to create appropriate methods of land development regulations. Victor Dover served on the LEED for Neighborhood Development Core Committee, and the Congress for the New Urbanism Board; both Joseph and Victor are founding members and on the Board of the Form-Based Codes Institute. The firm has produced and facilitated hundreds of charrettes during the last decade.

Our experience includes a national and international portfolio of work in a variety of settings. The common thread linking all of our projects is the holistic approach to community building, which includes the formation of complete settlements offering a mix of uses and dwelling types, an interconnected network of walkable streets, and building forms and architecture that reinforce the unique character of the place. We believe that design is the missing element in much of contemporary town planning, and our work centers on re-introducing form and design into master plans, policy and land development regulations. We create accessible strategies for sustainable development, specializing in plans and visualizations that focus on the physical aspects of future growth and conservation.

Numerous Dover-Kohl projects have received American Planning Association (APA) Awards, including the Downtown Plan for Richmond, VA, and the Downtown Plan for Montgomery, AL. The firm has also received Congress for the New Urbanism (CNU) Charter Awards for I'On in Mount Pleasant, SC; City Plan 2025 for Fayetteville, AR; Glenwood Park in Atlanta, GA; and the Columbia Pike corridor in Arlington County, VA, among others. The EPA awarded Plan El Paso a 2011 National Award for Smart Growth Excellence in Programs, Policies, and Regulations.

Our work has been published in *Progressive Architecture*, in *Metropolitan Home*, in numerous planning journals, and has been featured on National Public Radio, CNN's Earthwatch, and in Business Week. Dover-Kohl projects have been profiled in *The New Urbanism* by Peter Katz, *Sustainable Urbanism* by Douglas Farr, *Retrofitting Suburbia* by Ellen Dunham-Jones, *Form-Based Codes* by Daniel Parolek, as well as *Land Use Strategies* and *Public Participation Tools*, both published by the Center for Livable Communities.



Revitalizing
Downtowns
& Historic
Places



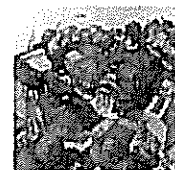
Designing
New
Neighborhood
& Towns



Planning
Cities &
Regions



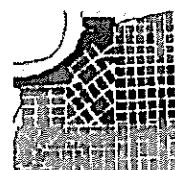
Reinventing
Corridors



Retrofitting
Suburbia

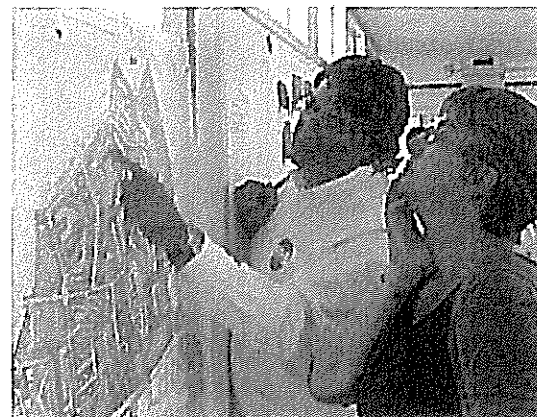


Shaping
Transit
Oriented
Development



Form Based
Codes for
Municipal &
Private Clients

This section contains a summary of Dover-Kohl relevant project examples that address the retrofit of suburbia, physical master planning, and community involvement, outlined below.



RETHINK FOLLY ROAD, CHARLESTON, SC

Rethink Folly Road is a multi-jurisdictional effort to reimagine an auto-oriented corridor with increased safety and mobility, as well as upgraded urban form. Primary goals were defined through a charrette-based process conducted in 2015. Dover-Kohl collaborated with Alta, Horsley Witten Group, and Bihl Engineering on this project.

PLAN EL PASO, EL PASO, TX

This Comprehensive Plan process included two, two-week long charrettes. The Plan includes illustrated strategies for retrofitting suburban corridors and outdated shopping centers, as well as infill in the heart of the city. The plan report is divided into elements (urban design, transportation, infrastructure, housing, etc); each element concludes with goals and policies that set broad policy directions and identify specific actions that will enhance the City's quality of life, respect its natural environs, and support complementary economic growth and development.

COLUMBIA PIKE PLAN AND CODE, ARLINGTON COUNTY, VA

The Columbia Pike Plan and Code have unlocked development potential, and public and private reinvestment (including the first mixed-use development projects in over 40 years) is helping to transform the Pike. The significant evolution from suburban strip to street-oriented urbanism was chronicled in the publication *Retrofitting Suburbia* by Ellen Dunham-Jones. Several projects have been constructed and new projects continue to be approved.

PLAN DOWNTOWN OAKLAND, OAKLAND, CA

Plan Downtown Oakland is a community driven effort to define the character of development in downtown for the next 25 years. The project incorporates a form-based approach, utilizing urban design techniques that result in great places. Ensuring that the future prosperity in downtown includes affordable housing and equitable economic development are also essential plan principles. Dover-Kohl is collaborating with Strategic Economics on this project.

THE CAPITAL CORRIDOR, LANSING REGION, MI

A series of charrettes provided the opportunity for an in-depth community conversation about the future urban form of the Michigan Avenue / Grand River Avenue corridor, resulting in a consensus-based vision for urban design, land use, transportation, and economic development. Dover-Kohl collaborated with Strategic Economics on this project.

BOUNDARY STREET PLAN AND CODE, BEAUFORT, SC

The Boundary Street plan is a comprehensive strategy for growth and redevelopment of the corridor seeks to improve the safety and operational efficiency for all modes of travel while creating a more economically productive address.

STONE AVENUE PLAN, GREENVILLE, SC

The Plan for Stone Avenue establishes a framework to guide the transformation of Stone Avenue into a walkable destination that better meets the needs of the North End and the greater Greenville community.

Rethink Folly Road

A Complete Streets Study in Charleston, SC

PROJECT DETAILS

Project Area: 7.8 mile corridor
 Client: Berkeley-Charleston-Dorchester Council of Governments (BCDCOG)
 Year Adopted: 2016
 Website: bcdcog.com/RethinkFollyRoad

For more information, visit doverkohl.com.

The Project

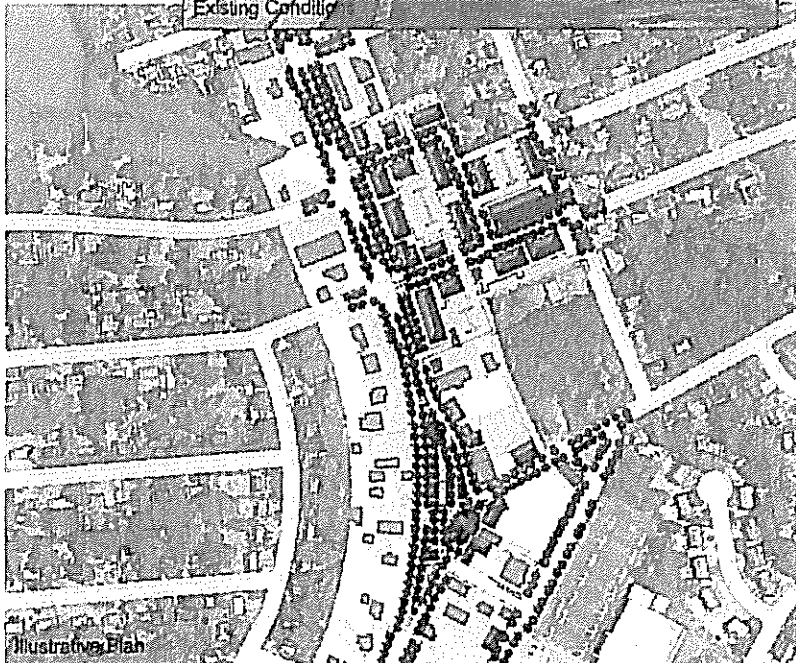
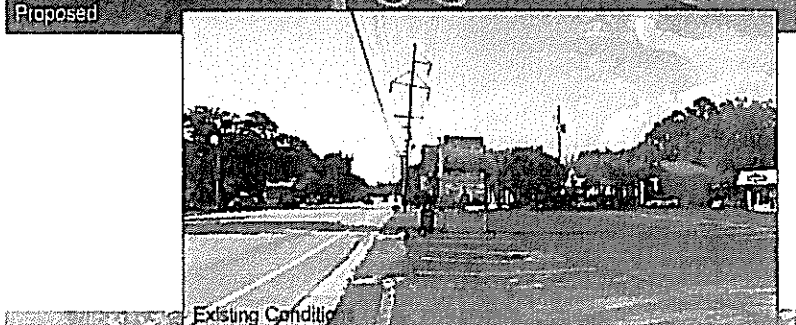
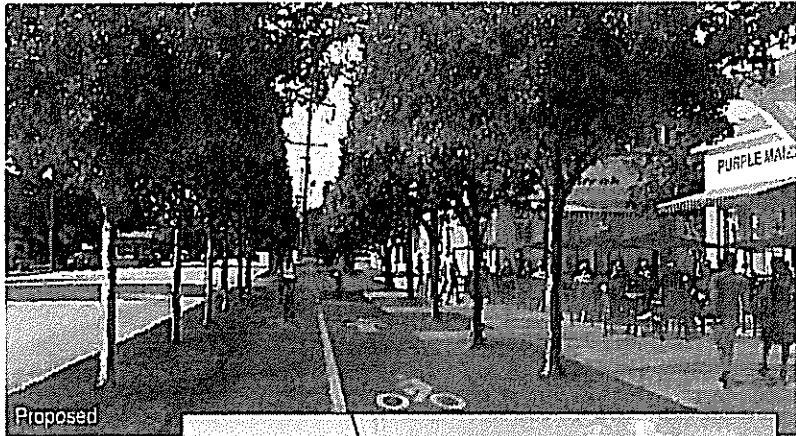
Rethink Folly Road: a Complete Streets Study was led by the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) in association with the South Carolina Department of Transportation (SCDOT), the Charleston Area Regional Transit Authority (CARTA), the City of Charleston, the Town of James Island, the City of Folly Beach, and Charleston County. The purpose of this initiative is to explore the potential to remake Folly Road into a more sustainable, multimodal corridor.

This corridor serves an important function of moving people and providing access to services – yet the physical environment today, consisting primarily of auto-oriented commercial development, does not meet the needs of its users.

This plan addresses connectivity, pedestrian- and bicycle-friendliness, transit, green infrastructure, economic development, and the retrofit of the existing suburban fabric. Recommendations detail a strategy for improvements, recognizing the dual functions of moving vehicles and the desire to create a safe, walkable environment that will lead to increases in economic competitiveness, neighborhood livability, and sustainability in the Charleston Region.

The Process

From May 7 - 13, 2015, Dover, Kohl & Partners led a design charrette, working with the community to develop a vision for the future of the Folly Road corridor. A visual summary report was drafted, which includes recommendations for implementation. In January 2016, all four jurisdictions approved the vision and agreed to enter into an MOU to begin implementation activities. Alta Planning + Design, Turnberry Consulting US, Horsley Witten Group, Bihl Engineering, and Partners for Economic Solutions collaborated with Dover-Kohl on this effort.



Folly Road Commercial Core: a new walkable, bikeable center for James Island

DOVER, KOHL & PARTNERS
 town planning

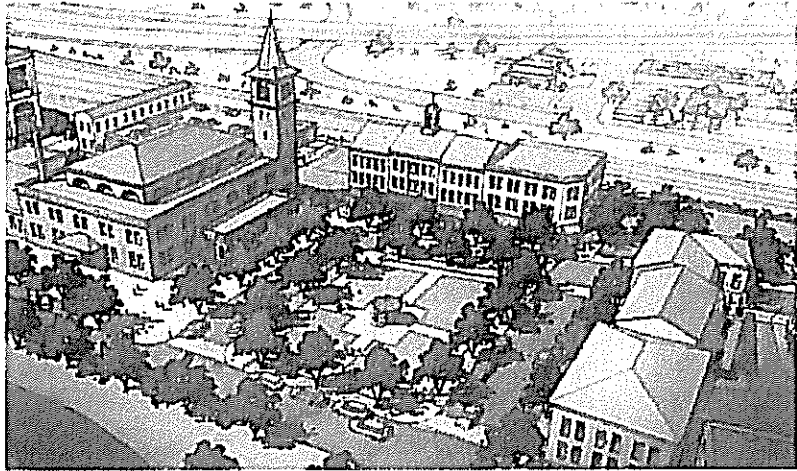
Plan El Paso

El Paso, TX

PROJECT DETAILS

Project Area: 250 square miles
 Client: City of El Paso
 Year Adopted: 2012
 Website: planelpaso.org

For more information, visit doverkohl.com.



The Project

In 2010 the City of El Paso commissioned Dover, Kohl & Partners to create a detailed Comprehensive Plan and regional-scale Future Land Use Map for the city. The Comprehensive Plan is an overarching policy document that directs the City of El Paso in its implementation of consensus-based goals created through an extensive public process. The goals, objectives, and strategies of the plan involve all aspects of City administration and community life: land use, urban design, historic preservation, economic development, housing, transportation, health, sustainability, infrastructure, public facilities and services, international coordination, and Fort Bliss Army Base relations. Dover-Kohl leads a project team that includes Spikowski Planning Associates, Charlier Associates, Hall Planning and Engineering, Sottile and Sottile Architects, Chael, Cooper & Associates, Urban Advisors, Zimmerman/Volk Associates, IPS Group, Mind Mixer Web Solutions, CEA Group, W-ZHA Economics, UrbanAdvantage, Matrix Environmental, and The Street Plans Collaborative.

The Process

The *Plan El Paso* Comprehensive Plan process was interactive and bilingual, and included two three-week charrettes in multiple areas throughout the city. During the charrettes, the team was able to talk to over 800 studio visitors, meeting attendees, and hands-on participants. Over 20,000 people followed the project on its website or took part in online conversations and polling in the project's virtual town hall. Newspaper, television, and web coverage of the project was extensive. The project was used as a case study in the national discussion on placemaking and city planning by the National Resource Defence Council.

Plan Principles

Plan principles included developing multiple centers within the city, protecting the growing metropolitan's agricultural and natural landscapes, reclaiming marginal and abandoned areas near the heart of the city as infill opportunities, creating a framework of transportation alternatives, utilizing historic preservation as an economic development tool, creating a range of open spaces throughout the city, and coordinating transportation, recreation, public services, and community institutions to increase the city's tax base hand-in-hand with an increased quality of life of residents. Plan principles form the basis of the multi-element Comprehensive Plan.

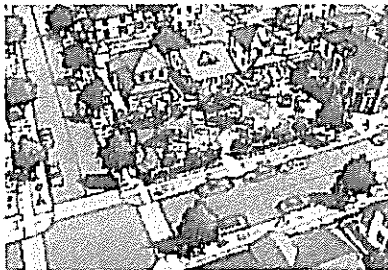
Status

On March 6, 2012, *Plan El Paso* was adopted by unanimous vote of the El Paso City Council. The EPA awarded *Plan El Paso* a 2011 National Award for Smart Growth Excellence in Programs, Policies, and Regulations. The EPA grants this award yearly to "recognize exceptional approaches to development that respect the environment, foster economic vitality, and enhance quality of life."

DOVER, KOHL & PARTNERS
 town planning



Central Park created on relocated rail lines



Neighborhood park



Arroyos used as public open space

Cities and neighborhoods are defined in large part by the quantity and quality of their parks and open spaces. The plan recommends public parks at all scales. A range of open space types is needed to meet the City's diverse recreational, environmental, and social needs.

"This charrette will probably be looked back upon as a historic event in the redevelopment and revitalization of Columbia Pike."

— charrette participant (2002)

Columbia Pike

Arlington, VA

PROJECT DETAILS

Project Area: 3.5 mile corridor
Client: Arlington County
Year Adopted: 2003 (Commercial Centers)
2012 (Neighborhoods Plan)
Website: columbiapikeva.us

For more information, visit doverkohl.com.



Existing conditions in the Central Pike area (2011)



Proposed public improvements include the planned streetcar, generous planting areas for street trees, and a wide sidewalk.



Residential areas along the Pike will differ in character from the mixed-use nodes, with street-oriented buildings placed behind a small dooryard.



New buildings on Columbia Pike following the Plan and Code

The Project

In 1998, Arlington County and the community-based Columbia Pike Revitalization Organization (CPRO) embarked on a planning process called the Columbia Pike Initiative to encourage revitalization and build a safer, cleaner, more competitive, and vibrant Columbia Pike community. Initial planning efforts focused on the commercial centers, called the Revitalization District Nodes. During an extensive public charrette process led by Dover-Kohl in 2002, over 700 citizens, along with local stakeholders and the design team, studied four specific areas along the corridor. The Revitalization District Form-Based Code is the result of this effort which sets forth the community's long-range vision to create a competitive and vibrant corridor and urban center. The Plan and Code have unlocked development potential, and public and private re-investment (including the first mixed-use development projects in over 40 years) is helping to transform the Pike.

In June 2011, Dover-Kohl led a team of consultants in a second phase of planning to create a community-based master plan for the residential areas surrounding the mixed-use nodes, called the Neighborhoods Plan. The purpose of this Plan is to guide future public and private investment decisions to implement community goals such as enhancing the quality of life along the corridor, creating a pedestrian and bicycle-friendly community, supporting the planned streetcar investment coming to the Pike, and, importantly, sustaining a supply of housing to serve a community with a broad mix of incomes. A new Form-Based Code was created specifically to implement these Plan goals, which includes standards for walkable urban form and provisions for the creation of new affordable housing.

Dover, Kohl & Partners led a consultant team which included Ferrell Madden Associates and UrbanAdvantage (phases 1 and 2); VOA Associates (phase 1); Partners for Economic Solutions and AECOM (phase 2).

Status

The Arlington County Board unanimously approved the Columbia Pike Form-Based Code in February 2003. At that time, Arlington County was one of the first jurisdictions in the nation to apply a form-based code to revitalize existing older sectors, and among the largest application of form-based codes in the country. The evolution from suburban strip to street-oriented urbanism with each new infill building was chronicled in the publication *Retrofitting Suburbia* by Ellen Dunham-Jones.

The Columbia Pike Neighborhoods Area Plan was adopted unanimously by the Arlington County Board on July 23, 2012; the accompanying Form-Based Code was approved in November 2013. The Columbia Pike Initiative was awarded the 2014 CNU Charter Award for Best Corridor Plan.

DOVER, KOHL & PARTNERS
town planning

Plan Downtown Oakland

Oakland, CA

PROJECT DETAILS

Project Area: Downtown neighborhoods
Client: City of Oakland
Website: <http://www2.oaklandnet.com/Government/o/PBN/OurServices/Plans/OAK051133>

For more information, visit doverkohl.com.

The Project

Dover, Kohl & Partners is leading a multi-disciplinary team to create a Specific Plan to guide continued growth and revitalization of this historic Downtown, aimed to benefit residents and the larger community.

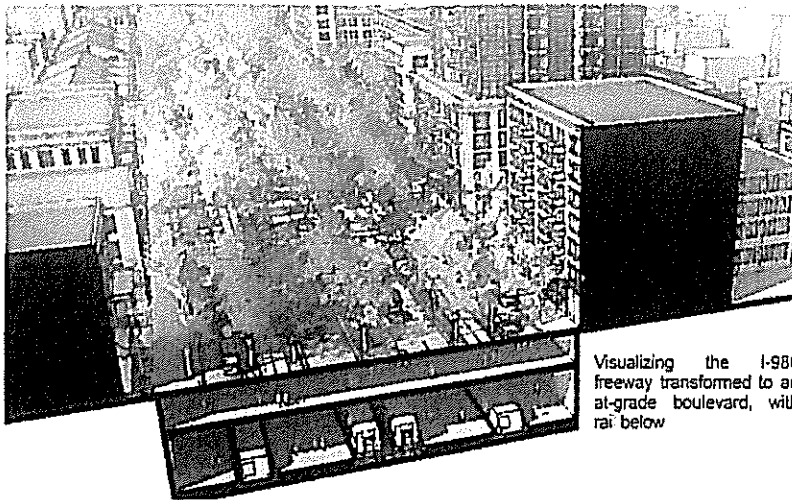
A draft vision and goals for *Plan Downtown Oakland* emerged through a series of small group meetings, large public events, and a nine-day public interactive design charrette in October 2015. Draft ideas include maintaining affordability; supporting arts and cultural heritage; improving streets and public spaces to support walking, biking, and transit use; creating quality new public spaces; and encouraging incremental, context-sensitive infill development that improves the public realm. In the specific plan, policies will be outlined and illustrated to represent these plan goals.

Status

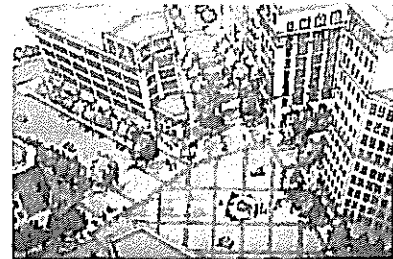
A Plan Alternatives Report was produced in March 2016. The Team and City are reviewing comments and working toward a draft Specific Plan



Downtown Illustrative Master Plan



Visualizing the I-980 freeway transformed to an at-grade boulevard, with rail below



Proposed multi-use plaza as a downtown gateway

DOVER, KOHL & PARTNERS
town planning

The Capitol Corridor

A Regional Vision for Michigan Avenue / Grand River Avenue

PROJECT DETAILS

Project Area: 19 mile corridor
 Client: National Charrette Institute
 Year Adopted: 2014
 Website: migrand-charrette.com

For more information, visit doverkohl.com.

The Project

The purpose of this planning effort was to engage the Lansing region in defining a unified vision for the Michigan Avenue / Grand River Avenue corridor, starting at the State Capitol and extending east to the town of Webberville. A series of charrettes provided the opportunity for an in-depth community conversation about the future urban form of the corridor, resulting in a consensus-based vision for urban design, land use, transportation, and economic development.

This corridor has a rich history; a congressionally-designated auto heritage zone, the first autos were built and tested on this road. Today, the corridor acts as the economic engine of the region, home to important businesses and institutions including Michigan State University, and is often described to as "Michigan's Main Street".

In May of 2013, the first charrette was held to establish a preliminary vision for the future of the corridor. Hundreds of participants gave their input at public meetings and at the on-site design studio, describing how they would like to see the corridor evolve. The planning team consolidated these many ideas into plan "cornerstones", or big ideas to guide future change and growth. In October 2013, a second charrette was held to study three specific areas in greater detail, and illustrate how the cornerstones could be applied to specific sites throughout the corridor.

Dover, Kohl & Partners served as the urban design / charrette facilitation consultant to the National Charrette Institute. Other team members included UrbanAdvantage, Strategic Economics, Parsons Brinckerhoff, and Mead & Hunt, Inc. Administered by the Tri-County Regional Planning Commission, this planning effort is a project of the Mid-Michigan Program for Greater Sustainability, a sustainable communities program funded by the U.S. Department of Housing and Urban Development (HUD), Michigan State Housing Development Authority (MSHDA) and other local partners.



Proposed BRT line with BRT



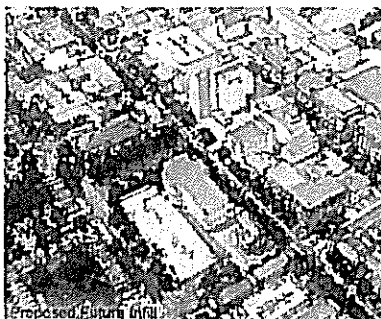
Existing (2013)



Existing (2013)



Existing (2013)



Proposed Future Development



Proposed Future Redevelopment

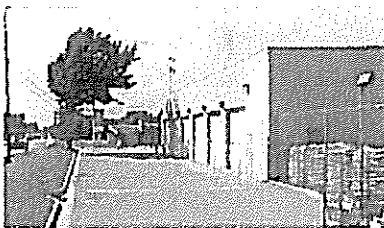
Boundary Street Master Plan & Code

Beaufort, SC

PROJECT DETAILS

Project Area: Approx. 1.5 miles
 Client: City of Beaufort
 Beaufort County
 Year Adopted: 2006
 Website: cityofbeaufort.org

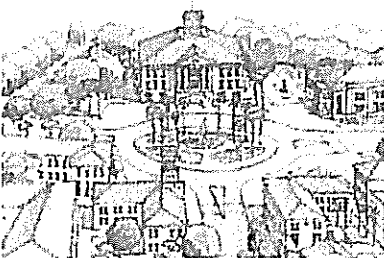
For more information, visit doverkohl.com.



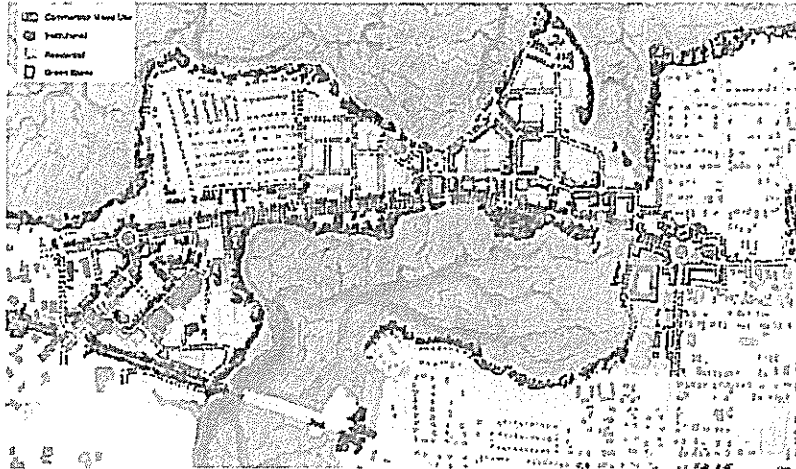
Existing Conditions The blank walls of Jean Ribaut Square front Boundary Street.



End Result Overhead utility wires are removed, the street geometry is reconfigured to accommodate a center median green strip, sidewalk, and frontage road with parallel parking on the north side. Street trees and landscaping are added while Jean Ribaut Square adds vibrant, mixed-use buildings to address the street. New buildings and street trees also create a walkable environment along the north side of Boundary Street.



The new City Hall at the intersection of Boundary Street and Ribaut Road can become a formal entrance to Beaufort.



The Project

Boundary Street is the entrance to the city of Beaufort. As a typical commercial strip corridor, it does not enhance Beaufort's overall character and charm but rather serves as a poor gateway to the historic city. A comprehensive strategy for growth and redevelopment of the corridor seeks to improve the safety and operational efficiency for all modes of travel while creating a more economically productive address. Helping with this plan were consultants Sottile & Sottile, Hall Planning & Engineering, Seamon, Whiteside & Associates, MACTEC, and UrbanAdvantage.

The Process

"Designing in public," the team of planners, engineers, architects and economists conducted an open planning process in September 2005 to identify the ideas, needs and concerns of the community; over 300 residents and stakeholders participated.

Plan Principles

Transformation of the corridor will not happen overnight, so the Plan is designed to be broken down into small components that can be redeveloped as the market demands. However, plan principles create a cohesiveness that guides each phase of development, and integrated concepts ensure that growth of the corridor is consistent in terms of design and sustainability. The Plan addresses opportunities for waterfront redevelopment and provides a scenic drive to run along Albergo Creek, adding marsh views and a more complete street network north of Boundary Street. A continuous marshfront park should also be created along Battery Creek to help establish a green network. Other features include the addition of roundabouts at the intersections with Ribaut Road and Robert Smalls Parkway, which will improve traffic flow and safety at these special intersections, and a parallel road network along Boundary Street will integrate multiple options for travel and disperse everyday trips. Lastly, new civic buildings should be added in prominent positions along the corridor, while strategic infill along vacant parcels will provide a variety of housing types and mix of uses and also help increase the tax base. Meanwhile, street trees and proper sidewalks along existing and new streets create desirable addresses and enhance the pedestrian environment.

Status

The Boundary Street Master Plan was adopted as part of the City's Comprehensive Plan on August 28, 2006. A form-based code, the Boundary Street Redevelopment District Code, was created for the corridor to stimulate redevelopment and to ensure the proper implementation of the Plan. The Code was adopted by City Council on February 6, 2007. The first redevelopment projects are underway and the City and County are working together on the initial street improvements.

DOVER, KOHL & PARTNERS
 town planning

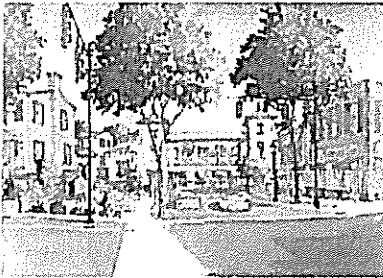
Stone Avenue Plan

Greenville, SC

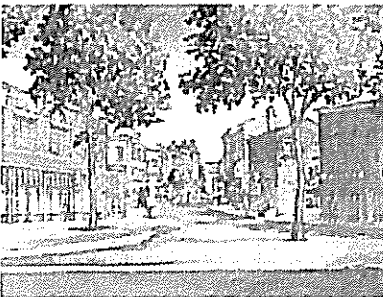
PROJECT DETAILS

Project Area: 1.5 mile corridor
 Client: City of Greenville
 Year Adopted: 2011
 Website: planstoneavenue.org

For more information, visit doverkohl.com



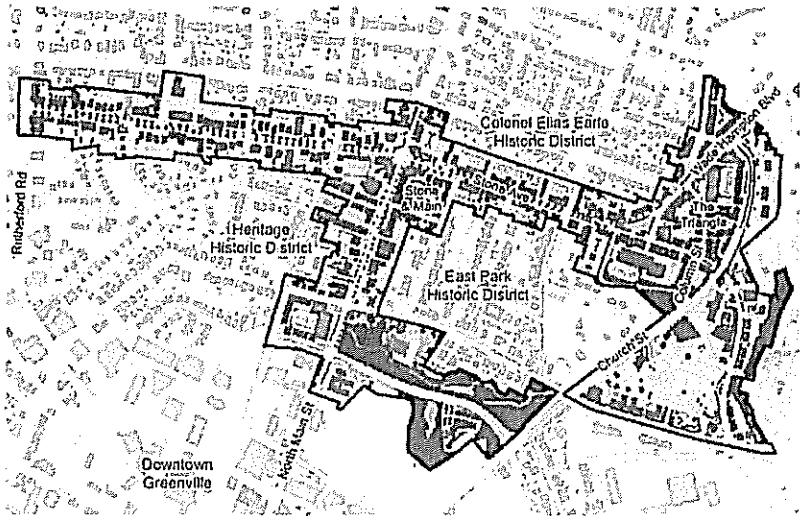
The Triangle: Looking east on Stone Avenue toward Church Street. The Church Street Viaduct is redesigned as a gateway to Stone Avenue.



The Triangle View looking south on Column Street from Wade Hampton Boulevard. The curve and topography of Column Street, which currently fosters a dangerous environment on a high-speed road, creates a unique street scene on a tamed, slow-speed road.



Stone & Main: Street-oriented buildings, wide sidewalks, street trees, and on-street parking create a neighborhood center for North End residents.



The Project

Just up the hill from Downtown Greenville, the North End is burgeoning with activity, with homeowners restoring historic houses and creative new businesses emerging along commercial corridors. In the tradition of Greenville's Downtown renaissance, the Reedy River makeover, and the West End revitalization, the North End is emerging as one of Greenville's freshest new districts. The primary street in the North End, Stone Avenue, is a historic residential corridor that was widened in the late 1940s as a US-designated route. Over time, Stone Avenue's auto-oriented design caused the corridor to decline, and residential properties were retrofitted for office and auto-oriented retail uses. In recent years, business owners and homeowners in the surrounding neighborhoods have begun incremental, grass-roots efforts, restoring homes and establishing creative new businesses. In order to support and encourage further investment in the area, the City sponsored a planning process to guide future redevelopment and public improvements. The Plan for Stone Avenue establishes a framework to guide the transformation of Stone Avenue into a walkable destination that better meets the needs of the North End and the greater Greenville community. Dover, Kohl & Partners, Hall Planning & Engineering, Pratt-Thomas Walker, and UrbanAdvantage worked together to create the Plan.

The Process

The Stone Avenue Plan is the result of over 300 neighborhood residents, civic leaders, business owners, and the City of Greenville coming together to proactively plan for the future. The Plan builds upon the many planning efforts already undertaken by the City and the community. The centerpiece of the planning process was a week-long public design charrette held on Stone Avenue in March 2010.

Plan Principles

Through the charrette process, community members and the design team worked together to develop a series of urban design and policy principles to guide public and private investment. These policies include: gather neighborhoods together with Stone Avenue and North Main Street as destinations rather than boundaries; fill in the gaps with appropriate street-oriented architecture; walk and bike with confidence by creating pedestrian-oriented streetscape and slowing down traffic; restore historic resources to strengthen sense of place; and go local by supporting unique small businesses.

Status

Since the charrette, a citizen-initiated steering committee, the Friends of Stone Avenue, continues to guide the progress of the Plan. The plan was unanimously adopted by the City Council in early 2011.

DOVER, KOHL & PARTNERS
 town planning

TEAM QUALIFICATIONS

Many communities across the country are rethinking development and growing in smarter ways. Dover, Kohl & Partners has helped many of them create memorable, sustainable neighborhoods, towns, and cities, in turn creating a better quality of life for their citizens. We have a strong history of experience leading multidisciplinary planning teams in complex planning assignments, with successful results.

For this planning effort, we have assembled a subconsultant team with distinctive areas of expertise, and varied perspectives on what is needed to plan for the future of West Ashley. This combined experience renders our team uniquely qualified to meet the opportunities and challenges outlined in your RFP. Here's why:

OUR TEAM EMBRACES GENUINE PUBLIC PARTICIPATION

We don't incorporate public workshops into our process because we have to, or because it is requested by a Client. Our team believes that community participation is vital to creating a plan that can be implemented. Our process has helped communities across the country to visualize change before it occurs and has been the subject of education studies by the National Charrette Institute. By designing in public, our transparent process invites stakeholders and community members to work directly with us, developing the drawings, illustrations, and policy objectives that will ultimately become the plan documents.

OUR TEAM UNDERSTANDS THE VALUE OF COMMUNITY

Creating a master plan is not a "one-size-fits-all" job. We understand that it is important to study the details of what makes a place unique, and then use this analysis as a foundation for a plan that is sensitive to and builds upon those dynamic attributes.

OUR TEAM MAKES TOOLS THAT ARE VISIONARY & USABLE

The final plan should be visionary, setting long-term goals that prescribe a sustainable future. The plan also needs to set short-term goals that are achievable and are correlated to larger plan ideas. Our approach for this project will include both long-term visioning and short-term strategies that ultimately allow for the complete fulfillment of objectives over time.

OUR TEAM HAS THE NECESSARY EXPERIENCE TO PULL IT OFF

Arlington, Virginia, Beaufort, South Carolina, and Bradenton, Florida are among cities and towns that are currently focusing their future growth according to master plans and form-based codes produced by Dover, Kohl & Partners. Our team includes planners, designers, engineers, landscape architects, and economists who have both the national perspective and the local experience needed to establish a workable strategy for West Ashley.

Qualifications of Dover, Kohl & Partners, including a description of our firm and relevant project examples, are included in Section 5 of this response. Qualifications and relevant project examples of our subconsultant team are contained in the following pages.

ALTA PLANNING + DESIGN

MULTIMODAL TRANSPORTATION PLANNING



Alta creates active communities.

Alta Planning + Design is North America's leading multi-modal transportation firm that specializes in the planning, design, and implementation of bicycle, pedestrian, greenway, park, and trail corridors and systems. Founded in 1996, Alta has more than 180 staff in 30 offices across North America and an international workload. On any given day, most staff walk, bike, or take transit to work. We are committed to transforming communities, one trip at a time, one step at a time, and one street, intersection, and park at a time.

Experience

We have experience working in all size communities, from a few thousand to millions, from rural to mountain and desert to suburban and urbanized areas. We strive to tailor each project to the community's unique setting, history, and culture through an active public participation process. Alta staff are proud to have designed and implemented over 8,000 miles of bike-ways, walkways, and trails.

Dedication

Alta staff are at the forefront of the sustainable transportation movement. We are active in the Association of Pedestrian and Bicycle Professional (APBP), the Institute of Transportation Engineers, the Transportation Research Board, the Complete Streets Coalition, and have conducted national studies for the U.S. Department of Transportation. Alta is proud to be a founder of the NACTO Urban Bikeway Design Guide, the Initiative for Bicycle & Pedestrian Innovation at Portland State University, and APBP.

Office Locations

Arlington, VA	Denver, CO	Sacramento, CA
Atlanta, GA	Durham, NC	Salt Lake City, UT
Baltimore, MD	Greenville, SC	San Diego, CA
Benicia, CA	Tallahassee, FL	San Jose, CA
Bentonville, AR	Los Angeles, CA	San Rafael, CA
Bozeman, MT	Memphis, TN	Seattle, WA
Cambridge, MA	Minneapolis, MN	St. Louis, MO
Chicago, IL	Oakland, CA	Troy, NY
Dallas, TX	Orange, CT	Vancouver, BC
Davidson, NC	Portland, OR	



Alta provides a full range of services including:

- Master plans (bicycle, pedestrian, trail, open space and park)
- Landscape architecture and project design
- Transportation and traffic engineering
- Greenway and corridor plans
- Bicycle and pedestrian integration with transit
- Bicycle and pedestrian facility design guidelines
- Counts, surveys, and demand analysis
- Complete Streets
- Bicycle parking design
- Trail safety and sustainability audit
- Signage and wayfinding plans
- GIS and mapping services
- Construction documentation and administration
- Safe Routes to School studies and plans
- Public involvement
- Technical assistance and training
- Education, encouragement, and marketing services
- Bike share feasibility studies



Folly Road Complete Streets Corridor Study, Charleston, SC



The performance of urban transportation corridors is often judged by a singular metric: How well they accommodate the efficient movement of people and goods in cars and trucks. Through the Rethink Folly Road study, a team of transportation engineers, planners, and landscape architects at Alta Planning + Design, Berkeley Charleston-Dorchester Council of Governments, and Dover Kohl explored the potential for Folly Road to become a more complete street by adding continuous walkways, bikeways, convenient transit service, and safety improvements for all roadway users.

Alta worked with the larger design team to develop a series of practical concept designs that would remake Folly Road as multi-modal corridor by providing residents and visitors with healthy transportation options between downtown Charleston and Folly Beach. The project was completed in the early summer 2016 and adopted by all jurisdictions.

Client: Berkeley-Charleston-Dorchester Council of Governments (BCDCOG)

Year: 2015

Alta budget: \$98,000

Contact: Dan Frazier, Senior Planner, BCDCOG, (843) 529 0305, danf@hcdco.com

Chattanooga Complete Streets Design Charrette, TN



Alta helped lead a four-day design charrette to discuss Complete Streets improvements in Chattanooga. The project consisted of two separate design teams that were tasked with addressing urban design, economic development, and traffic concerns for the east side of Chattanooga, along the 3rd/4th Street and Riverfront Parkway Corridors. The teams developed three potential urban design components for the 3rd/4th Street Corridor, which addressed transitioning traffic through downtown and the University of Tennessee at Chattanooga (UTC) campus. The preferred traffic and urban design solution throughout the charrette was to expand upon the street grid network in order to ease the congestion on any one intersection, while providing opportunities for new development. Transit was also a key component of the proposal, including an expansion of the existing electric trolley service (with potential for future streetcar service) that connects downtown to a proposed commuter rail.

Client: City of Chattanooga

Budget: \$35,000

Dates: August 2015

Contact: Bert Kuyrkendall, City of Chattanooga Department of Transportation, (423) 425 6311, kuyrkendall_b@chattanooga.gov



Downtown Master Plan Charrette, Brandon, MS



Alta led the transportation efforts for the development of a vision and master plan for Downtown Brandon, Mississippi. The project was conducted around a 3-day charrette in which Alta worked with Orion Planning Group, market and local consultants, and City staff and the community to envision a revitalized Downtown Brandon. The effort culminated in a community presentation to about 50 citizens and stakeholders, and was followed by a Master Plan document and subsequent work on form-based code and implementation efforts.

From a mobility perspective, Alta developed a scheme to expand and enhance the Square, create new on-street parking and wider sidewalks through lane diets, and create eastern and western gateways to Downtown. Additionally, Alta developed a concept to create a greenway linking Downtown to the regional park to the south, providing the ability for people to walk and bike between the park and a revitalized Downtown Brandon.

Client: City of Brandon, Mississippi

Alta Contract Amount: \$8,000

Contact: Jordan Hillman, Planning Director, City of Brandon, jhillman@brandonms.org, (601) 825-5021

Award: 2013 Outstanding Planning Project Award, Mississippi Chapter of APA



BIHL ENGINEERING
TRANSPORTATION ENGINEERING & ANALYSIS



Bihl Engineering specializes in transportation engineering consulting and traffic studies throughout South Carolina, Georgia, and Florida. We partner with both public and private organizations to provide solutions for projects with a variety of scopes. Whether our clients require design traffic analysis for new or improved corridors, traffic studies for development, or guidance on local and regional transportation issues we are able to provide appropriate professional services.

Specific support for private clients includes identifying access locations for a development, estimating trip generation, and projecting the potential impacts on the local transportation network. For public clients, we project the operations of corridors in the future, and optimize signal timings for better traffic flow in a community. Communication with the public, government agencies, and other interested parties is paramount for a successful project, and we take pride in helping our clients manage these requirements.

Bihl Engineering is a woman owned business certified as a DBE (Disadvantaged Business Enterprise) by the State of South Carolina through the South Carolina Unified Certification Program (SCUCP).

ABOUT THE FIRM
PRINCIPAL

Jennifer T. Bihl, PE, LEED AP holds Bachelor's and Master's degrees in Civil Engineering from Clemson University and has more than a dozen years of consulting experience in the field of transportation engineering.

PRACTICE

Located in the heart of the Lowcountry of South Carolina, Bihl Engineering provides transportation engineering services of widely varying scopes to public and private clients across South Carolina, Georgia, and Florida.

PROMISE

"I promise personal project oversight, attention to detail, prompt response, and a quality of work that all my clients will recognize and appreciate." -Jennifer T. Bihl, PE



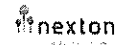
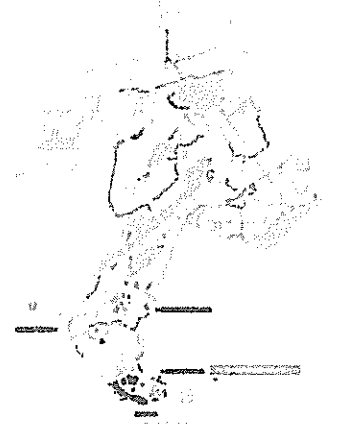
Nexton Mixed Use Development - Client: WestRock
Location: Summerville, SC and Berkeley County, SC

Nexton is a new community in Summerville and Berkeley County, SC east of Interstate 26 that will encompass approximately 4,500 acres and will consist of residential, office, shopping, dining and schools and is organized into smaller but connected villages and districts. We provide transportation services including but not limited to projected traffic volumes and internal capture, determination of the intersection controls and timing, determination of roadway components and sizing, as well as preparation of operational analysis and design documents needed for regulatory approval. The transportation component of this project has included detailed and regular coordination with Berkeley County, the Town of Summerville, and SCDOT.

Reference: John Grab, WestRock
 Vice President, Real Estate Development, Nexton
 201 Sigma Drive, Summerville, SC 29483, 843-851-4666

the plan for Nexton

Nexton is not a typical office, shopping, dining, homes, parks, and schools. It is a smart, walkable community with a vision.



Source: nextonsc.com

Various Traffic Studies and Transportation Analyses, South Carolina and Georgia --
Client and Location: Varies

In general, transportation analyses includes data collection, intersection level of service analysis, signal warrant analysis and signal design, the determination of auxiliary turn lane needs and dimensioning, queuing analyses, etc. During all studies, there is close coordination with regulatory staff regarding study parameters and assumptions, coordination of access points, and opportunities for partnership. This transportation analysis and coordination are required for permitting for any transportation solution. After the studies are complete, coordination continues in responses to any comments received and sometimes includes presentations to public commissions or boards. On the larger private projects and a majority of the public projects, there is also a public involvement component.



Downtown Subarea Parking Study -- Client and Location: City of Aiken, SC

A parking subarea study was conducted in downtown Aiken, SC for key blocks to determine the parking conditions and trends in the study area. The study area was comprised of the traditional land uses for a downtown such as retail and restaurants. Downtown Aiken also hosts several festivals and markets that placed additional demand on the parking infrastructure in certain areas and yield specific parking trends.



PROFILE

The Horsley Witten Group, Inc. (HW) is a full-service environmental science and engineering firm with offices located in Sandwich, Boston, and Newburyport, Massachusetts, and Providence, Rhode Island. The firm was incorporated in 1988 and consists of 49 professional engineers, land use planners, hydrogeologists, hydrologists, wetlands scientists, marine scientists, geologists, computer modelers, environmental analysts, licensed site professionals, surveyors, Leadership in Energy and Environmental Design Accredited Professionals (LEED APs), and supporting personnel.

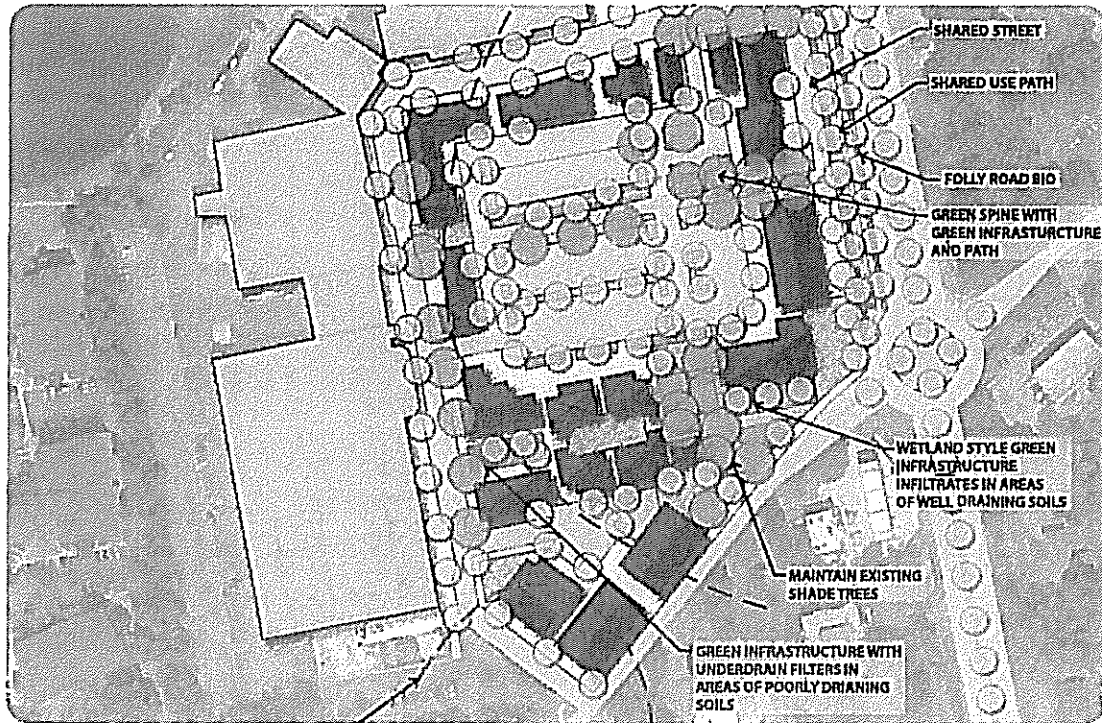
HW specializes in providing consulting services in land-use planning and smart growth, site planning and design, coastal and watershed protection, wastewater and stormwater management, integrated water management, hydrogeology and water supply, site assessment and remediation, wetlands assessment, technical information transfer, public education, and training. Our clients include government agencies at the federal, state, tribal, regional, county, and municipal levels, as well as private sector organizations, non-profit organizations and individuals.

HW utilizes an interdisciplinary approach to its work combining engineering and science with land use planning, economics, and public policy. Our corporate goal is to create innovative solutions to environmental problems by successfully integrating engineering, science, and planning skills.

We are nationally recognized for our ability to translate results of water quality, engineering, hydrogeologic, and land use investigations into policies, regulations and management strategies that can be effectively implemented. The success realized in all of our U.S. EPA and state-level projects is a direct result of our knowledge of local and state regulatory issues and our understanding of the scientific and policy foundation behind these regulations.

Over the past 25 years, approximately two-thirds of our client base has been in the public sector covering the entire range of community, county, state, federal and tribal governments. In recent years, 86% of new contracts have been with repeat clients - a testament to the quality of our services and level of client satisfaction.





Project Profile
Charleston, SC

Client Contact:
Victor Dover
Dover, Kohl and Partners
305-666-0446

HW Contact:
Jon Ford, PE

15010

Folly Road Corridor Study

HW collaborated with Dover, Kohl and Partners, Alta Planning and Design, Partners for Economic Solutions, and local stakeholders on a Folly Road complete street vision. Folly Road is the main spine of James Island, located south of the city of Charleston, South Carolina. Despite rich heritage and natural beauty, auto-oriented transportation infrastructure and sprawling development patterns are eroding the corridor's charm. The team led stakeholder input sessions, public visioning, collaborative design and engineering, and a final "work-in-progress" presentation during an intense interdisciplinary seven-day design charrette. HW focused on the integration of ecological and green infrastructure solutions with pedestrian/ bicycle infrastructure design and town placemaking at the corridor, block, street, and building scales. The stormwater improvements are designed to address watershed and local stormwater program objectives.



Horsley Witten Group

HW focuses on providing sustainable environmental solutions. Learn more at horsleywitten.com

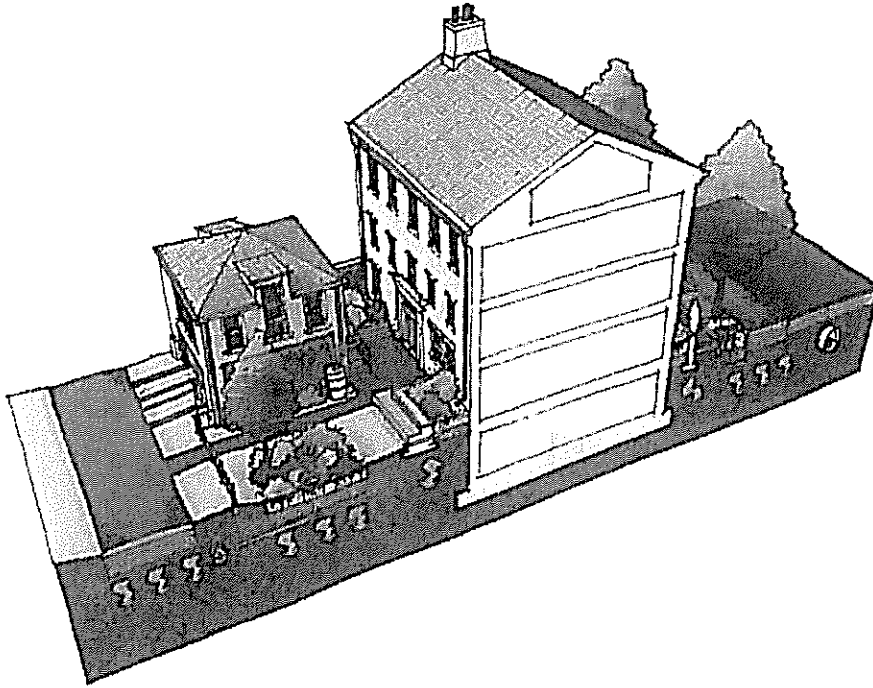


Image Credit Russ Preston

Project Profile Simsbury, Connecticut

Client Contact:
Hiram Peck, AICP
Former Director of
Planning Simsbury
(now Avon, CT)
860-409-4300

HW Contact:
Jon Ford, PE



Horsley Witten Group

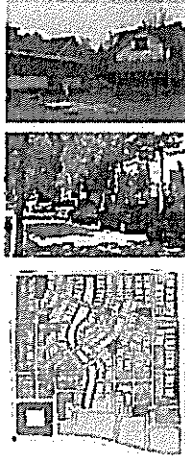
Simsbury, CT Planning & Urban Design

Jonathan Ford, Senior Project Manager-Community Design, has contributed to several innovative neighborhood designs, infrastructure planning, and form-based zoning projects as part of the Town of Simsbury's pioneering land use planning. In 2012, Jon prepared a stormwater management module to support the recently adopted form-based Simsbury Center Code. Jon led stakeholder input sessions and prepared a Stormwater Article and Site Design Guidelines tailored to the unique conditions within Simsbury. The plan features detailed design criteria and demonstrates the application of Low Impact Design and Light Imprint techniques. This project won a 2014 CNU New England Urbanism Award. In 2013 Jon was part of the interdisciplinary team that prepared a new form-based zoning code for Simsbury's Weatogue neighborhood. The project design features street realignment for traffic calming, commuter parking, and a new and efficient neighborhood bike path routing. Also in 2014, Jon was part of the charrette design team for the Hartford property land use study, including repurposing of a 640,000 sq. ft. building on 170 acres. As part of the charrette team led by Gateway Planning, Jon contributed to public visioning, infrastructure design, neighborhood planning, open space design, and street design. The Simsbury Zoning Commission adopted the form-based code in 2014.

HW focuses on providing sustainable environmental solutions. Learn more at horsleywitten.com

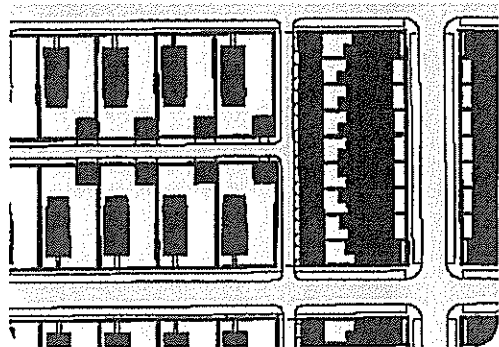
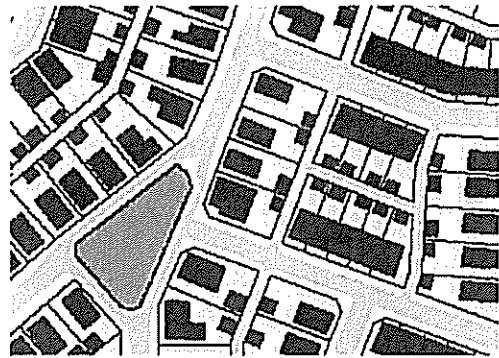
Smart Growth & Conventional Suburban Development

An infrastructure case study completed for the EPA



by Jonathan Ford, PE
January 13, 2010

Material is derived from "Conventional Suburban Development Analysis" under EPA project EPA-09-023 and appears in the working publication "Smart Growth: The Business Case for the Developer and the Urban Resident" under EPA grant EPA-09-023.



Project Profile
US EPA Office of
Policy, Economics, & Innovation

Client Contact:
Lee Sobel
RCLCO (formerly US EPA)
240-380-3102

HW Contact:
Jon Ford, PE

Comparative Infrastructure Analysis of Smart Growth and Conventional Projects

The lack of available data regarding Traditional Neighborhood Development (TND) infrastructure cost is an impediment to widespread implementation of walkable, sustainable places. A high-profile infrastructure study commissioned by the EPA analyzed TND infrastructure cost variables and compared TND infrastructure with several Conventional Suburban Development (CSD) alternatives. The EPA's Business Case for Smart Growth publication includes the final peer-reviewed report.

Using constant input assumptions and several planning and design scenarios for the 750-acre Belle Hall site in South Carolina, including the original TND design by Dover Kohl & Partners; variables that drive infrastructure cost were studied to quantify and compare their impact on the total infrastructure cost. Lot size, product type, density, street cross section, street network pattern, and many other infrastructure elements exist in a complex interrelated system. The EPA comparative infrastructure cost study sheds light on the relationships between infrastructure elements and their effect on bottom line costs. Follow up to the infrastructure cost assessment included study of environmental impacts and watershed health.



Horsley Witten Group

HW focuses on providing sustainable environmental solutions. Learn more at horsleywitten.com



Project Profile
New York City, NY

Client Contact:
William M. Lea, PE,
HDR/HydroQual
201-529-5151 ext 7166

HW Contact:
Rich Clayton, PE

9044-13036



Horsley Witten Group

Implementing Green Infrastructure Stormwater Best Management Practices

New York City has directed a substantial low impact design/green infrastructure effort in recent years. These BMP's are a cost-effective alternative compared to big tanks/tunnel storage for combined sewer overflow abatement. The City has evaluated numerous stormwater BMPs, including permeable pavements, underground recharge chambers, bioretention, and blue roofs at city-owned properties such as housing projects, schools, and parks.

HW has participated in two major projects beginning in 2009. The first project involved the siting, design, and construction administration for several pilot installations and evaluating the effectiveness of green infrastructure practices under contract with the New York City Department of Environmental Protection. For the second project, HW is collaborating with the City's Office of Green Infrastructure to initiate wide-scale implementation of green infrastructure "bioswales" within city street rights of way in Newtown Creek in Queens and "on-site" practices at several public school sites.

HW focuses on providing sustainable environmental solutions. Learn more at horsleywitten.com

STRATEGIC ECONOMICS

MARKET ANALYSIS AND IMPLEMENTATION STRATEGY



Strategic Economics, Inc. is a nationally recognized urban economics consulting firm. We provide governmental entities, developers, community groups, and non-profit organizations with the economic analyses and strategic approaches necessary to create sustainable, high-quality places for people to live and work.

Our work focuses on ways to encourage investment in infill and transit-served locations, including:

- Public Finance
- Fiscal and Economic Impact Analyses
- Economic Development and Retail Strategies
- Market and Feasibility Analyses
- Real Estate Advisory Services
- Transit-Oriented Development

Our team strives to use the most innovative and appropriate economic analytic techniques in the work we deliver to our clients, and excels at translating our work into materials that are accessible to any audience. Founded in 1998, Strategic Economics has 14 employees. We are a certified Women-Owned, Small Business, Alameda County Small Local Business, and California Small Business Enterprise.

RELEVANT PROJECT EXAMPLES AND REFERENCES

MID-MICHIGAN ECONOMIC ANALYSIS

Client: Tri-County Regional Planning Commission
Location: Lansing, MI

Strategic Economics was part of a consultant team – led by the National Charrette Institute – conducting community planning charrettes to develop a unified vision for the Michigan Avenue / Grand River Avenue Corridor. The corridor connects Downtown Lansing with Downtown East Lansing, Michigan State University, and other regional employment and retail destinations. The planning effort's goal was to leverage the planned introduction of a bus rapid transit line to transform the existing auto-oriented arterial into a revitalized, multimodal street with nodes offering a mix of land uses in a pedestrian-friendly environment. As the lead economist on the team, SE assessed the economic development opportunities along the corridor that can be achieved – including opportunities for transit-oriented development – by leveraging the existing institutional, retail, and employment nodes along the corridor.

Strategic Economics assessed the regional economy's industry composition and trends to understand the potential to attract new development along the corridor. Strategic Economics also assessed the regional residential and commercial markets. These analyses ultimately assisted the team in developing strategies for attracting new development and revitalizing key sub-areas of the corridor. Strategic Economics also participated in two multi-day charrettes, working closely with the public and consultant team to guide development of the vision for the corridor.

Reference: Susan Pigg, Tri-County Regional Planning Commission
(517) 393-0342 | spigg@mitcrpc.org

EL CAMINO HOUSING OPPORTUNITIES ANALYSIS AND CASE STUDIES

Client: San Mateo County Transit District/Grand Boulevard Initiative

Location: Various locations in San Mateo and Santa Clara Counties

The Grand Boulevard Initiative (GBI) is a voluntary, regional collaboration of cities, counties, agencies, and advocates who share a vision for the transformation of the 43-mile El Camino Real corridor. The GBI has adopted ten guiding principles that emphasize targeting future housing and job growth to the corridor and the creation of compact, mixed-use environments with vibrant public spaces, and improved pedestrian and bicycle connections, while preserving community character. In order to advance the Grand Boulevard vision, the GBI sponsored the Economic and Housing Opportunities Assessment (ECHO), a study examining the potential for focusing future development on the corridor. In Phase I of ECHO, completed in 2010, Strategic Economics led a team of consultants to examine the fiscal and economic benefits of focusing future development on the corridor, and provided illustrations to help communities visualize the impacts of change.

The second phase of the study addressed the challenges to implementing the Grand Boulevard vision. Strategic Economics, in partnership with Freedman Tung + Sasaki and Van Meter Williams Pollack, conducted technical analysis to understand the opportunities and constraints to development on El Camino Real in four cities (Belmont, Daly City, Mountain View, and South San Francisco). Strategic Economics' tasks included in-depth residential and commercial real estate market analysis to identify the market potential for new development, as well as financial feasibility analysis of development prototypes to illustrate the impact of density, height, parking ratios, and other land use policies on feasibility. Based on this work, the team developed an "implementation toolkit" that provides cities with guidance on how to facilitate nodal development patterns on the corridor, facilitate small-lot development, and set appropriate land use regulations to encourage mixed-use development.

Reference: April Chan, Chief Officer Planning, Grants and Transportation Authority,
San Mateo County Transit District | (650) 508-6228 | chana@samtrans.com

HIGHWAY 29 TRANSIT ORIENTED DEVELOPMENT WORKSHOPS

Client: City of Greer, South Carolina, Smart Growth America

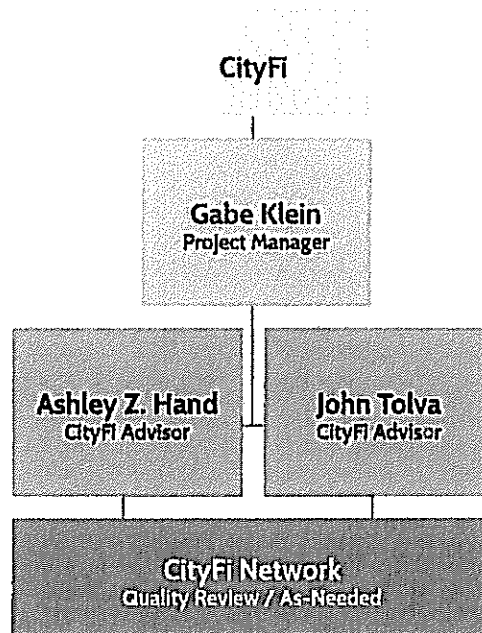
Location: Greer, South Carolina

Greer, South Carolina was awarded technical assistance resources through the Smart Growth America (SGA) Building Blocks program, funded by the U.S. Environmental Protection Agency. At the City's request, this assistance focused on transit oriented development (TOD) and the potential for creating a bus rapid transit line connecting the region's two major cities, Greenville and Spartanburg in the Highway 29 corridor. Greer is located on this corridor and has several opportunity sites that could support TOD. Through phone calls with City staff and other key regional stakeholders, including representatives from Upstate Forever and Ten at the Top, as well as review of the relevant planning documents, including the City's 2010 Comprehensive Plan, Dena Belzer prepared an introductory presentation on TOD, geared specifically to Greer's needs. A key aspect of this presentation was to make the economic case for transit and TOD and to demonstrate what this public investment would contribute to the region's long term economic and environmental health. Ms. Belzer visited Greer, toured both the city and the proposed transit alignment, made presentations to a wide range of community members, elected officials and business and public sector stakeholders, and prepared a "next steps" memo, providing suggestions to the City and its partners, Upstate Forever and Ten at the Top, about what they could do to establish a new transit and TOD paradigm for the region.

Reference: Mike Sell, Assistant City Administrator, City of Greer
(864) 416-0118 | msell@cityofgreer.org

CityFi is in the business of change management, with an eye towards facilitating positive, sustainable change for people and long-range economic returns in tandem. At our core is dispelling the myth that a necessary evil of good business is often a suboptimal outcome for people and the environment. We also believe that true public-private partnerships are based on relationships built on clear lines of communication, common goals, aligned incentives and outcomes.

CityFi helps towns, cities, governments, start-ups, and companies to understand and navigate the increasingly complex urban landscape, and work together to make positive change, fast. We focus a great deal on technology, but in the context of what is good for cities, citizens, and the long term health of our environment. Our senior team has deep expertise in consumer services, real estate, transportation, urban planning, Smart Cities and IOT, innovative finance and value creation, and typically each principal has experience on both sides of the equation. Our foundation is in triple bottom line (people, planet, profit) approaches. We believe in full disclosure of our interests, and being agnostic in terms of what company plugs into which platform, provided they are also ethical in their business dealings.



Denver South Urban Development: Smart Cities Recommendations

Client: Denver South Economic
Development Partnership
(Denver, Colorado)

Dates: 2016

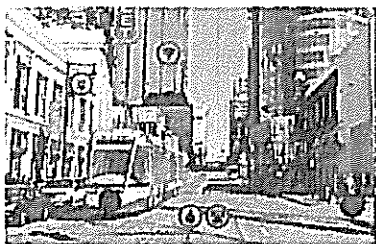
The goal of this project was to help the client identify specific actions to become a 21st century innovation district. This district faces the challenges of congestion, sprawl and lack of mixed use and the recommendations encompassed smart infrastructure, technology-friendly public policy, and truly symbiotic public-private partnerships. Urban development recommendations focus on openness, interoperability, modularity, future compatibility, transparency, and readiness for experiment. The strategies for implementation include real-time urban design; city-as-a-platform; seamless mobility. The recommendations included a series of projects to be implemented in the near-term to help move Denver South forward.

Services: Urban Development, Smart City Recommendations

Kansas City, Missouri: North America's Most Comprehensive Smart City

Client: City of Kansas City, Missouri
(Kansas City, Missouri)

Dates: January 2014-June 2015



Click image to access more information about the smart city program.

In June 2015, City Manager Troy Schulte signed an unprecedented partnership collaboration agreement with Cisco and Sprint to make Kansas City, Missouri the most comprehensive smart city in North America. Through an extensive engagement and needs assessment process, Ashley led the development of the project scope and negotiated contract agreements around data-sharing, access to the public right-of-way, and overall program implementation. The smart city initiative included the installation of free public WiFi at no cost to the City; deployment of video-as-a-sensor and smart LED lighting; a smart city app; and public kiosks for citizen engagement and access to services along a new 2.2-mile streetcar starter line in the urban core.

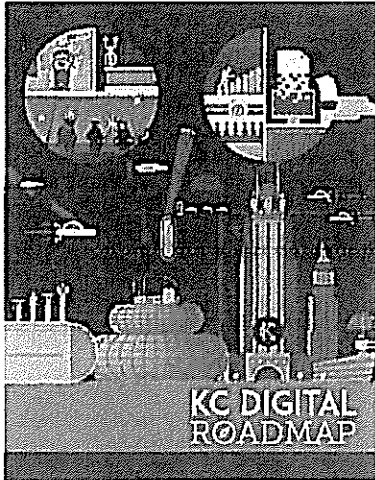
In addition, Ashley spearheaded the advancement of public policies around open data and privacy principles. The partnership included a data sharing agreement with Cisco to create a living lab - an open portal for innovating on smart city data by entrepreneurs in a real world environment.

Services: Stakeholder Engagement & Outreach; Needs Assessment & Project Prioritization; Program Management; Public Policy Development; Vendor Contract Negotiation, Media Relations

KC Digital Roadmap

Client: City of Kansas City, Missouri
(Kansas City, Missouri)

Dates: November 2013-February 2015



[Click image to access the roadmap.](#)

The digital roadmap outlines citywide strategies for advancing goals for digital inclusion; open government; digital engagement; supporting the local technology sector; and becoming a smart city. Following an inventory of technology and department business plans, Ashley convened a cross-departmental innovation team and civic board of emerging professionals to define specific opportunities and projects to support these goals and build on existing initiatives within City Hall while aligning to metrics defined in the citywide strategic plan. The Office of Mayor Sly James launched an online project dashboard to track implementation of each initiative and the document served as the foundation for the Kansas City US DOT Smart City Challenge Phase I Application (December 2015).

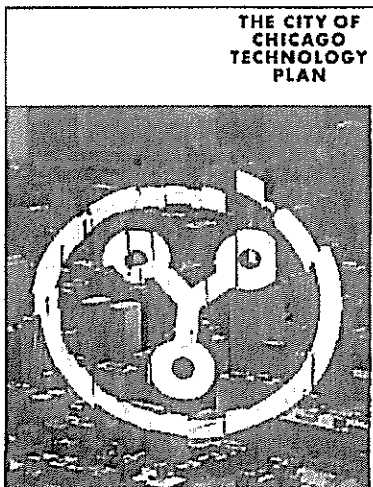
A launch event, KC Digital Lab, was organized in partnership with Bloomberg Associates to introduce the KC Digital Roadmap to digital communications staff across City Hall, partner agencies and nonprofits. This event was the first time this staff was brought together to share best practices in digital communications, learn about new social media tools, and network and was part of the effort to cultivate a culture of innovation in local government.

Services: Stakeholder Engagement & Outreach; Needs Assessment & Project Prioritization; Program Management; Public Policy Development
Media Relations; Event Planning

City of Chicago Technology Action Plan

Client: City of Chicago
(Chicago, Illinois)

Dates: 2013



[Click image to access the plan.](#)

The most vital cities in the world enable their communities with leading-edge technology that engages, informs, and empowers. Mayor Emanuel's vision for achieving this is built on a commitment to modern infrastructure, smart communities, and technological innovation. The initiatives in this plan chart a course to realize Chicago's potential as a city where technology fuels opportunity, inclusion, engagement, and innovation for all.

The public-private technology plan lays out the path to achieve this vision, highlighting five broad technology-based strategies and identifying current and future initiatives within each of those strategies that together will accelerate economic growth, build educated and digitally-engaged communities and workforce, improve government services, and reduce costs through technology. This plan will:

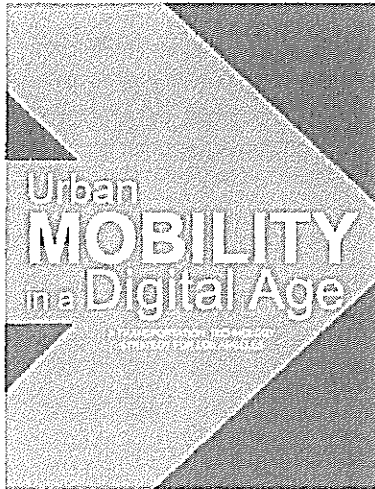
1. Enable and encourage major stakeholders in the public, private, and nonprofit sectors to focus, prioritize, and coordinate their technology-based efforts to achieve maximum impact for Chicagoans;
2. Describe Chicago's plans and opportunities for partnering with private companies, universities, and other organizations to build a world-class broadband infrastructure and increase options for digital access;
3. Provide educational guideposts to ensure Chicago's students and workforce have the skills needed to succeed in technology-driven fields;
4. Help guide communities as they support residents' digital success and business growth;
5. Demonstrate the path Chicago is on to become the most transparent, innovative, effective, and efficient municipal government;
6. Highlight how our residents are empowered to help create innovative solutions to big city issues;
7. Help guide technology-based investments for entrepreneurs and businesses.

Services: Strategic Planning, Public Policy

City of Los Angeles Transportation Technology Strategy

Client: City of Los Angeles
(Los Angeles, California)

Dates: August 2015-August 2016



Click image to access the strategy at-a-glance.

The transportation technology strategy defines a scalable roadmap for integrating shared mobility, technology-enabled transportation experiences, and automated vehicles into department planning and operations to maximize the benefits to public safety, sustainability and roadway efficiency across the Los Angeles region. Building on the existing innovative work of the department, the strategy defines public policy recommendations ranging from topics such as data sharing and land use; an action plan for next steps to transform the department into a 21st century mobility manager; and outlines a series of pilot initiatives to undertake to demonstrate and test advanced technologies - from smart city sensor to smartphones, from bikeshare to automated vehicles. The strategy will be available online in August 2016. An online dashboard tracking implementation is planned for Fall 2016.

Services; Research; Subject Matter Advisor; Partnership Development; Grant-Writing Support, Strategy Development; Implementation Planning; Design; Media Relations & Outreach

City of Seattle and King County Mobility Services Project

Client: City of Seattle and King County
(Seattle, Washington)

Dates: Fall 2015-ongoing

The mobility industry (ridesource, rideshare, carshare, taxicabs, for-hire vehicles, bikeshare, and micro-transit) and the services it provides are essential to economic vitality, and both the industry and services it provides must remain robust and reliable. Developing a long-term policy strategy for Seattle and King County provides the region an opportunity to determine the mass mobility and transportation outcomes Seattle and King County desires and to stay ahead of the curve of private-sector innovation by proactively developing the means and mechanisms to shape the future. The City of Seattle and King County Mobility Services Project was undertaken to develop a plan for shared mobility that: a) creates an atmosphere where this industry can thrive; and, b) ensures that public policy goals and principles are built into the foundation of how the industry grows and operates.

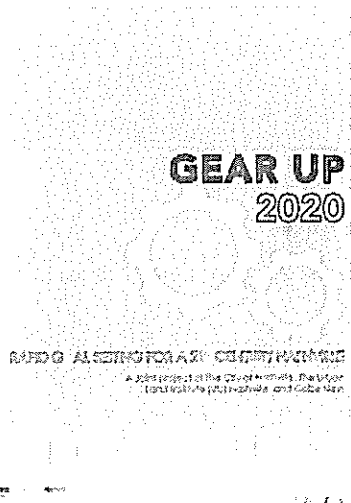
The team analyzed mobility data from various sources and focused on four surface usage patterns, gaps in services or ridership, and other points of interest to develop an understanding of the mobility marketplace and identify data-driven opportunities. The team has also engaged private sector transportation technology companies to assess potential strategies for deploying new mobility options and how to better align incentives.

Services: Analytics; Incentive Recommendations; Development of Public-Private Partnerships for Implementation

Gear Up: Rapid Goal Setting for a 21st Century Nashville

Client: City of Nashville and Urban Land Institute (ULI)
(Nashville, Tennessee)

Dates: February 2016-July 2016



Click image to access the recommendations.

The goal of this project was to provide a set of actionable, short-term, specific ideas to move Nashville forward by the year 2020, while thinking about the latest technologies, business models and government innovations in formulating this goal-oriented, milestone-driven set of actions. GEAR UP 2020 is a set of actions that can help to fulfill related plans laid out in the expansive and comprehensive NashvilleNext, Middle Tennessee Connected, Moving Tennessee Forward, Nmotion2015 and other long term planning efforts already undertaken.

Nashville Next is a world class multi-disciplinary plan with well thought-out implementation. Gear-Up 2020 supports the actions and in some cases provides more detail, reinforces the importance of an action, or suggests an important interim step and responsible party to get there.

Services: Stakeholder Interviews; Research; Strategy Development; Development of Project Ideas

CITIFI REFERENCES

Tim Keane

Atlanta Department of Planning & Community Development
Office of the Commissioner
55 Trinity Avenue, Suite 1450, Atlanta, GA 30303
404.330.6037 | tkeane@atlantaga.gov.

Mark Sturtevant

Director of Infrastructure
Mayor's Office of Infrastructure, Transportation, and Sustainability
1 Public Sq #100, Nashville, TN 37201
615-862-6000 | mark.sturtevant@nashville.gov

REFERENCES

Dover, Kohl & Partners has had numerous past experiences with similar projects; the end result is always of the highest quality. Our past clients can provide insights to our collaborative design process, qualifications, and other project details. The following five references correspond with projects profiled in Section 5 of this response, for whom work has been completed within the last three (3) years. References for our subconsultant team members can be found in Section 6.

Rethink Folly Road: A Complete Streets Study (2015 - 2016)

Client: BCD Council of Governments

Contact Name: Kathryn Basha, AICP, Planning Director

Address: 1362 McMillan Avenue, Suite 100, North Charleston, SC 29405

Phone/Email: 843.529.0400 / athrynB@bcdco.org

Plan El Paso (and related planning assignments, 2010 - 2013)

Client: City of El Paso

Contact Name: Carlos Gallinar (former City of El Paso Planning Director)

Address: 809 McKelligon Drive, El Paso, Texas 79902

Phone/Email: 915.346.6586 / cgallinar@gallinar-planning.com

Plan Downtown Oakland (2015 - present)

Client: City of Oakland Planning & Building Department

Contact Name: Alicia Parker, AICP, Project Manager

Address: 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612

Phone/Email: 510.238.3362 / aparker@oaklandnet.com

Columbia Pike Neighborhoods Plan and Form-Based Code (2010 - 2013)

Client: Arlington County

Contact Name: Jennifer Smith, Principal Planner, Columbia Pike Initiative Coordinator

Address: 2100 Clarendon Boulevard, Arlington County, Virginia 22201

Phone/Email: 703.228.0068 / jsmith3@arlingtonva.us

The Capitol Corridor: A Vision for Michigan Ave / Grand River Ave (2013 - 2014)

Client: Tri-County Regional Planning Commission

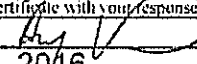
Contact Name: Sue Pigg, Executive Director

Address: 3135 Pine Tree Road, Suite 2C, Lansing Michigan 48911

Phone/Email: 517.393.0342 / spigg@mitcrpc.org



The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 16-P026C Proposals will be received until: October 4, 2016 @ 12:00pm	
Proposal Title: West Ashley Master Plan	
Pre-Proposal Meeting: September 1, 2016 @ 2:00pm, 2 George Street, Public Meeting Room, 1 st Floor	
Mailing Date: August 19, 2016 Direct Inquiries to: Gary Cooper, Procurement Director	
Vendor Name: The Image Network, Inc. d/b/a Dover, Kohl and Partners	FEIN/SS#: 56-1577628
Vendor Address: 1571 Sunset Drive	
City – State – Zip: Coral Gables, FL 33143	
Telephone Number: (305) 666-0446	Fax Number: (305) 666-0360
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, please provide a copy of your certificate with your response	
Authorized Signature: 	Title: Principal/Project Director
Date: September 30, 2016	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.
2. Offeror may mail, or hand-deliver response to the Procurement Division. Do Not Fax in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to Gary Cooper or Robin Barrett-Robinson in writing no later than 12:00pm on September 6, 2016. Questions may either be faxed to 843-720-3872 or emailed to Gary Cooper, cooper@charleston-sc.gov or Robin Barrett-Robinson @ robinsonr@charleston-sc.gov.

Proposal Number: 16-P026C	Proposals will be received until: October 4, 2016 @ 12:00pm
Proposal Title: West Ashley Master Plan	
Pre-Proposal Meeting: September 1, 2016 @ 2:00pm, 2 George Street, Public Meeting Room, 1 st Floor	
Mailing Date: August 19, 2016	Direct Inquiries to: Gary Cooper, Procurement Director

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. *By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.* I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

The Image Network, Inc.

Company Name

As registered with the IRS

1571 Sunset Drive

Correspondence Address

Coral Gables, FL 33143

City, State, Zip

agroves@doverkohl.com

Email

1571 Sunset Drive

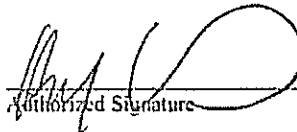
Remittance Address

Coral Gables, FL 33143

City, State, Zip

56-1577628

Federal Tax ID (FEIN)/SS Number



Authorized Signature

Amy Groves

Printed Name

Principal/Project Director

Title

(305) 666-0446

Telephone Number Toll Free Also (If Available)

(305) 666-0360

Fax Number

September 30, 2016

Date

SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☒ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401. (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snype.t@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

- I The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.



Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND



Affidavit B - Work to be Performed by Minority and/or Women-owned Firms

OR

- ☐ **Affidavit C - Intent to Perform Contract with Own Workforce.** in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: The Image Network, Inc. d/b/a Dover, Kohl & Partners

Signature

Amy Groves

Print Name

Witness

September 30, 2017

Date

Principal/Project Director

Title

AFFIDAVIT A

Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort
Affidavit of The Image Network, Inc. d/b/a Dover, Kohl & Partners
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- ☒ 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- ☒ 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- ☒ 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- ☒ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- ☒ 5. Attended any pre-solicitation meetings scheduled by the City. *(Jennifer Bihl on our behalf)*
- ☐ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- ☒ 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- ☐ 8. Provided MWBE assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- ☐ 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- ☐ 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- ☐ 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: 9/30/2016

Name of Authorized Officer (Print/Type): Amy Groves

Signature: _____

Title: Principal/Project Director

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

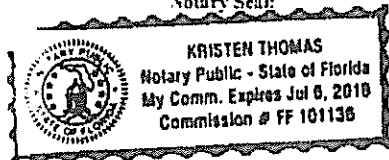
(Use as many sheets as necessary)

I, Amy Groves, Principal/Project Director, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact Bihl Engineering - Jennifer Bihl	Minority Firm Address 304 Meeting Street, Suite D, Charleston, SC 29401
Minority Firm Telephone Number <u>(843) 637-9187</u> Minority Firm Fax Number <u>0302201414</u> DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact Strategic Economics - Nadine Fogarty	Minority Firm Address 2991 Shattuck Ave., Suite 203, Berkley, CA 94705
Minority Firm Telephone Number <u>(510) 647-5291</u> Minority Firm Fax Number <u>(510) 647-5295</u> DBE Certification Number <u>pending - see email 9/20/16</u>	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 9/30/2016 Name of Authorized Officer (Print/Type): Amy Groves
 Sworn to before me this 30 day of September, 2016
 Notary Public for the State of Florida
 My Commission Expires: July 1, 2018
 Print Name: Kristen Thomas
 Phone Number: 305 466-0446
 Address: 1571 Sunset Drive
Coral Gables, FL 33143

Signature: [Signature]
 Title: Principal/Project Director
 Notary Seal:




Certificate of Eligibility

granted to

Bihl Engineering, LLC

*It has been determined that the firm listed above has met
all federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26)
and is thereby eligible to participate in the Disadvantaged Business Enterprise Program
in the State of South Carolina.*

Area of Work:

Transportation Engineering Services

NAICS:

541330

Issue Date: 9/27/2012

Director of Business Development & Special Programs
South Carolina Department of Transportation

Office of Business Development and Special Programs 955 Park Street P.O. Box 191 Columbia SC 29202-0191
Telephone (803)737-1372 FAX (803)737-2021 www.scdot.org



Governor's Office
of
Small & Minority
Business Assistance

Certificate of Woman-Owned Business

Bihl Engineering

located at

Beaufort, South Carolina

has been determined to be a

woman-owned business operating

in the State of South Carolina



[Signature]
Director, Office of Small & Minority
Business Assistance

Certification Number:

032012100

Date: October 8, 2012

Expiration Date: October 31, 2017

From: "Snype, Theron" <SNYPET@charleston-sc.gov>
Date: September 28, 2016 at 5:58:14 AM PDT
To: 'Nadine Fogarty' <NFogarty@strategiceconom.cs.com>, Eileen Fodje
<EFodje@strategiceconomics.com>
Subject: RE: WBE Certificate of Eligibility

Ms. Fogarty,

Your application for City of Charleston MWBE certification was received Monday afternoon September 26, 2016. We will recognize your WBE certification from the California Public Utilities Commission and add Strategic Economics, Inc. to our MWBE database. You should receive approval documentation from my office next week.

Regards,

Theron M. Snype | WBE Manager
City of Charleston | Department of BPRC
75 Calhoun Street | Suite 3500 | Charleston, SC 29401
T:(813) 973-7217 | F:(813) 720-3872 | snypet@charleston-sc.gov | www.charleston-sc.gov



City of Charleston

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses
The Image Network, Inc. d/b/a

Affidavit of Dover Kohl & Partners (Name of Bidder). I hereby certify that on the
West Ashley Master Plan (Project Name). Total Project Amount \$ See Cost Proposal

I will make a good faith effort to expend a minimum of 20 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Jennifer Bihl - Bihl Engineering (843) 637-9187	W	Transportation Analysis/Planning	\$ <u>See Cost Proposal</u>
Nadine Fogarty - Strategic Econ (510) 647-5291	W	Market/Economic Analysis & Implementation Strategy	\$ <u>See Cost Proposal</u>
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: 20 % \$ See Cost Proposal (sealed envelope)

* Minority categories: African American (B); Hispanic (H); Asian American (A). American Indian (I); Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

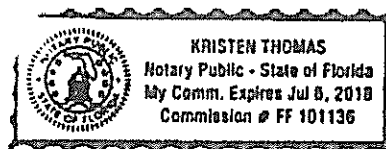
I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 9/30/2016 Name of Authorized Officer (Print/Type): Amy Groves

Signature: [Signature]
Title: Principal/Project Director

Notary Public for the State of Florida
Notary Seal:

Sworn to before me this 30 day of September, 2016
My Commission Expires: July 6, 2018
Print Name: Kristen Thomas
Phone Number: 305 666-0446
Address: 1571 Sunset Drive
Coral Gables, FL 33143



City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401



Addendum #1

T: (843) 724-7312
F: (843) 720-3872

Date: August 29, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #16-P026C – West Ashley Master Plan RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

1. The Insurance Requirements were inadvertently omitted from the solicitation document. Please insert the attached.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

Amy Graves / Dover, Kohl & Partners
Offeror

Principal / Project Director
Title

[Signature]
Authorized Representative

9-30-16
Date

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401



Addendum #2 – Q&A

T: (843) 724-7312
F: (843) 720-3872

Date: September 13, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #16-P026C – West Ashley Master Plan RFP

This Addendum No. 2 modifies the solicitation only in the manner and to the extent as stated herein.

Q-1 Can you please publish the list of attendees for the September 1, 2016 West Ashley Master Plan Pre-Proposal meeting?

A-1 The document will be put on our website.

Q-2 Have you established a budget or budget range for this project?

A-2 Charleston City Council approved \$350,000 in FY 2016 for this master planning effort. Based upon the response to this RFP, the City of Charleston is prepared to budget additional monies in 2017 to cover the cost of this important planning initiative.

Q-3 Can you share the names of the selection committee?

A-3 The selection committee names will not be provided.

Q-4 Are we permitted to have discussions with members of the selection committee or other staff members of does all communications need to go through purchasing?

A-4 All questions/discussions have to go through Procurement during the selection process.

Q-5 What extent of up-to-date multi-modal transportation analysis will be available as background information to support this study? Are there any particular gaps in transportation analysis or strategy that should be addressed as part of the West Ashley Master Plan scope?

A-5 Multi-modal transportation analysis and recommendations for improvements must take into consideration how West Ashley fits into the larger regional model. Transportation component should take into consideration how the City can make better/smarter decisions

regarding transportation investments and what those investments will do for the Charleston community in terms of land use, place creation, mobility and the redevelopment of specific areas in West Ashley.

The following resources will be made available for review by the consultant:

- Council of Governments Regional Transportation Plan
- CHATS Studies and Plans
- Charleston County Transportation Sales Tax Plans and Projects
- T. Allen Legare Bridge Bicycle and Pedestrian Lane Study
- CARTA Studies

Additionally, the following links may be useful:

- Charleston County Transportation Committee, CTC Transportation Plan: <http://www.charlestonctc.org/>
- Charleston County Transportation Development, Sales Tax Projects: <http://roads.charlestoncounty.org/index.php#&panel1=4>
- Berkeley-Charleston-Dorchester Council of Governments Transportation Planning: <http://bcdcoo.com/transportation-planning/>
- South Carolina Department of Transportation Annual Traffic Counts: <http://www.dot.state.sc.us/getting-annualTraffic.aspx>
- Charleston County 2016 Sales Tax Referendum, transportation related projects: <http://www.charlestoncounty.org/departments-county-council/index.php>
- Mark Clark Expressway (I-526) <http://www.charlestoncounty.org/departments-county-council/projects.php#I526> and <http://www.dot.state.sc.us/MCE/documents.shtml>.

Q-6 What extent of up-to-date stormwater management analysis will be available as background information to support this study? Are there any particular gaps in stormwater analysis or strategy that should be addressed as part of the West Ashley Master Plan?

A-6 The following resources will be made available for review by the consultant:

- Master Drainage and Floodplain Management Plan (mid 1980's)
- Ardmore Drainage Improvement Project (completed)
- Church Creek Drainage Basin Study and Improvement Projects (completed and under further study)
- Byrnes Downs Drainage Improvement Project (completed)
- Forest Acres Drainage Improvement Project (to commence Fall 2016)
- Dupont Wappoo Drainage Study (to commence Fall 2016/Winter 2017)
- Numerous small projects throughout West Ashley have been completed and many more are in the pipeline.

Q-7 What types of community engagement have been most successful in the past? Unsuccessful?

A-7 Successful strategies that have been utilized in the past include a combination of multi-day public charrette process, public workshops, public surveys, social media and website outreach. With certain projects, it has been helpful to have community engagement opportunities in multiple locations. Successful community engagement understands the multi-dimensional audience and how best to engage that audience. Unsuccessful efforts are largely due to the inability to identify and communicate with the targeted audience.

Q-8 What databases will be made available for land use, transportation, demographic, stormwater and economic research?

A-8 City of Charleston GIS maps are available at <http://www.charleston-sc.gov/index.aspx?nid=273>. GIS data layers for land use, zoning, transportation, stormwater, etc. will be made available to the consultant.

Average daily traffic counts in the West Ashley area are available from the Berkeley-Charleston-Dorchester Council of Governments <http://bedco.org/2014-traffic-count-documents-maps/> and the South Carolina Department of Transportation <http://www.scdot.org/getting/annualTraffic.aspx>.

A list of completed and planned (funded) transportation improvement projects are available from the Charleston County Transportation Committee <http://www.charlestoncc.org/projects.php> and the Charleston County Transportation Development, Sales Tax Projects <http://roads.charlestoncounty.org/index.php?&panel=4>

Demographic information for West Ashley is now available at www.charleston-sc.gov/westashley.

Stormwater project data referenced in A-6 will be made available to the consultant.

Economic research conducted in 2013 for West Ashley is available at: <http://www.charleston-sc.gov/index.aspx?NID=1496>; additional research gathered will be made available to the consultant.

A list of West Ashley related real estate purchases and a capital project (completed, ongoing and future) will soon be available at www.charleston-sc.gov/westashley. Additional information (details, cost, etc.) regarding these projects will be provided to the consultant.

Q-9 What level of city staff will be assigned to this project for in-house support?

A-9 In addition to a project manager that will be assigned from City staff, it can be anticipated that staff from all City departments will be accessible for support, guidance and information sharing.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid/Proposal Submittal. Failure to acknowledge this addendum may be cause for rejection.

Amy Groves / Director, Retail & Purchases
Officer

[Signature]
Authorized Representative

Principal / Project Director
Title

9-30-16
Date

Client#: 1054672

IMAGENET

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, Ho, Ext): 813 321-7500 E-MAIL: ADDRESS: FAX (A/C, No):														
INSURED The Image Network Inc dba Dover Kohl and Partners 1571 Sunset Drive Coral Gables, FL 33143	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Casualty & Surety Co</td> <td>19038</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Casualty & Surety Co	19038	INSURER C: XL Specialty Insurance Company	37885	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSH WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	6605C027085	10/30/2015	10/30/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	6605C027085	10/30/2015	10/30/2016	COMBINED SINGLE LIMIT (EA accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB4001T013	11/19/2015	11/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPR9727785	10/30/2015	10/30/2016	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD 25 (2014/01)

1 of 1

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KEBEW

EXHIBIT D 2

SCOPE OF WORK

PHASE 1: ANALYSIS (MONTHS 1-2)

Phase 1 will include the review of relevant information, as well as initial community outreach efforts and preliminary analysis to inform the planning process. It will include an on-site visit and analysis by members of the Dover-Kohl team. The site visit and analysis serve to gather information to better understand the unique qualities and opportunities in West Ashley and the City. Anticipated tasks include:

TASK 1.1: PROJECT KICK-OFF MEETING

At the start of the project, the Dover-Kohl team will schedule a meeting via web-ex with the City to review base information needs, strategize on the public participation process, identify key stakeholders, and develop a detailed schedule for the planning effort.

TASK 1.2: CREATE PUBLIC AWARENESS

Dover-Kohl will assist the City in generating public awareness for the project, which is essential to getting a broad sector of the community involved and maximizing public involvement throughout the planning process. The Dover-Kohl team will work with the City to foster inclusivity of key individuals, community organizations, and stakeholders throughout the planning process, and create mechanisms that best encourage their participation.

The Dover-Kohl team will assist with public outreach through a wide variety of marketing collateral: writing press releases to be distributed to the media, neighborhood associations, civic groups, and the development community, among others; and assisting in the design of flyers, posters, banners, postcards, or other mailers that can be distributed to the community and local media. At the City's request, Dover-Kohl will be available to discuss the project with reporters or any other interested individuals. Dover-Kohl will also be available to participate in a press conference with representatives of the City during the first site visit to inform the community of the upcoming public planning process.

To maintain community awareness, Dover-Kohl will design and launch a project website, to be updated throughout the planning process. The website will include the project schedule and opportunities for input, draft documents for review, and links to relevant resources. If authorized by the City, the site can also incorporate a MySidewalk online form (see *Phase 5: Optional Tasks*).

TASK 1.3: REVIEW OF BACKGROUND INFORMATION

The Dover-Kohl team will review background information provided by the City, and become familiar with the details of previous plans, studies, and regulating documents. This will include: the comprehensive plan, other area plans in the City, current zoning codes, development regulations, and demographic data. These plans and studies will be assessed for their current applicability to the West Ashley Master Plan, and their impact on future outcomes in the area.

The Dover-Kohl team will utilize ArcView GIS or a similar-base data program, and existing conditions documentation provided by the City, to produce base maps. These maps will be used by the team and members of the public throughout the Charrette (Phase 2). Depending on available data, the mapped information may include existing land uses, transportation networks, open space networks, zoning, property boundaries, ownership patterns, topography, natural resources, utility infrastructure, and environmental conditions.

TASK 1.4: SITE VISIT

A Principal and Town Planner from Dover Kohl will travel to Charleston for an initial 1.5 day site visit. Representatives from Alta Planning + Design (“Alta”), Horsley Witten Group (“HWG”), Strategic Economics, and Bihl Engineering will also participate in select events/activities during the site visit. The following tasks are anticipated to be completed:

Stakeholder Interviews

During the site visit, the Dover-Kohl team will conduct focus-group interviews with key stakeholders to gather input on opportunities and constraints for the West Ashley district. By interviewing neighborhood and community leaders, advocacy groups, property and business owners, local developers, transportation officials, City staff and elected officials, government agencies, and other community representatives, the team will acquire local knowledge about the development climate and any potential obstacles to project objectives. The team will also learn about community and business concerns which will help assess the financial, organizational, and community resources available. The interviews will be conducted one-on-one or in small focus groups.

Site Analysis

Team members will tour West Ashley with City staff to conduct preliminary analysis of existing urban design, transportation, infrastructure, and market conditions.

Meetings with City Staff

During this trip, the team will work closely with the City to confirm and update the goals and objectives of the master plan, and coordinate charrette preparations.

TASK 1.5: PRELIMINARY ANALYSIS

The Dover-Kohl team will conduct preliminary analysis of existing conditions, setting the stage for exploration of the vision for the future of the West Ashley district during the charrette. This analysis will target specific issues and future goals identified by stakeholders and previous planning initiatives.

The Dover-Kohl Team’s Phase 1 Analysis is anticipated to include:

Existing Conditions Analysis

Utilizing base data of existing conditions provided by the City as well as an on-site review conducted during the site visit (Task 1.4), Dover-Kohl will provide an analysis of existing conditions to include existing urban design (lot and block patterns, and building typologies), identification of underutilized/opportunity sites, open spaces and recreation opportunities, and public facilities. GIS-based analysis maps will be produced to highlight specific topics.

The existing conditions inventory will include an analysis of existing transportation systems, housing and market conditions, and green infrastructure, as described below.

Preliminary Transportation Analysis

Alta Planning + Design, in collaboration with Bihl Engineering, will summarize key components and challenges of the existing transportation network, as well as potential opportunities for new connections or enhancements in the pedestrian, bicyclist, motorists, and transit-user experiences and systems. The focus will be on minimizing barriers that currently hinder true choices in the way the community moves: understanding what those barriers and gaps in mode service currently are, so that during the design effort the team can focus on solutions that close gaps and create opportunities for the community to have choices among travel by personal motor vehicle, transit, bicycling, and walking.

Green Infrastructure Analysis

Horsley Witten Group, in collaboration with the Consultant team, will analyze existing stormwater and environmental systems in order to identify potential solutions for the district. Many green infrastructure systems and other sustainability strategies can also enhance the streetscape, safety, and livability of West Ashley. This analysis will include an assessment of existing watersheds, development patterns, stormwater infrastructure, and tree canopy coverage.

Review of Market Conditions and Development Trends

Building on previous studies, Strategic Economics will prepare a market assessment that considers the potential for residential, office and retail development, with a focus on the potential for infill development on key opportunity sites. The analysis will include an overview of demographic and economic trends influencing investment in the study area, and will incorporate feedback from interviews with local real estate experts and other stakeholders. The market assessment analysis will help frame trends influencing future real estate and economic development in the West Ashley district, and identify opportunities and challenges for stimulating economic development and encouraging infill on former commercial sites.

PHASE 1 DELIVERABLES:

- Publicity materials: posters, flyers, save-the-date
- Project Website
- Participation in meetings during 1.5 day Site Visit
- Base Maps of Existing Conditions
- Analysis of Existing Conditions (technical memorandum summarizing existing conditions, transportation analysis, green infrastructure analysis, and review of market conditions and development trends)

PHASE 2 – CHARRETTE (MONTH 3)

Phase 2 is centered on Charrette Workshops held on-site in West Ashley. Successive public meetings/hands-on public design sessions, interviews, and technical meetings will be held to engage the community. This intense, multi-faceted approach to public involvement will allow stakeholders to cooperatively develop a vision that serves as the foundation for future strategic decisions. Hands-on Design Sessions held in locations across West Ashley will provide

participants with the opportunity to interact with differing perspectives, allowing issues to be quickly identified and resolved while creating a strong foundation for establishing community consensus.

During the Charrette Workshops, the Dover-Kohl team will use the public input received to shape the Plan's Goals, Objectives and Policies, and to create an Illustrative Master Plan and Visualizations of key concepts and ideas. By actively engaging the public and community stakeholders/experts, the team can obtain immediate feedback on plan proposals, building community support and plan feasibility.

TASK 2.1: CHARRETTE LOGISTICS

Dover-Kohl will work with the City to determine the exact dates and format for the Charrette Workshops. The format of the Charrette will be tailored to obtain the best possible community input. Emphasis will be placed on defining the community vision, and identifying the best methods to implement that vision. The format will incorporate the findings of previous plans and studies, the team's preliminary analysis, and pre-charrette stakeholder interviews. The Charrette will facilitate a healthy dialogue between the public and private sectors, which will help create an implementable Plan.

TASK 2.2: CHARRETTE WORKSHOPS

The following two stages of activities are anticipated to be conducted:

Step 1: Kick-off / Hands-on Design Sessions (2 to 3 days)

Over the course of two to three days, representatives from the Dover-Kohl team (including a DKP Principal and Project Director) will lead Hands-on Design Sessions in different areas of West Ashley (up to 4 events anticipated), focusing on issues pertinent to the Plan including land use patterns, urban design and the retrofit of suburbia, transportation, housing, economic development, health/quality of life, sustainability and infrastructure. A "food-for-thought" presentation will introduce key issues to be explored, including retrofitting suburbia, multimodal transportation systems and sustainable design; case studies can explore best practices for economic development and improved quality of life through neighborhood design. A "ground rules" briefing will further explain the challenge for participants, orient participants to base maps, and set goals. Participants will then gather around tables to draw their important ideas. Facilitators from the Dover-Kohl team and City of Charleston will assist participants in the design exercises.

Participants will identify the important issues associated with future development and preservation and discuss them in small groups. Participants will then continue to work and draw on base maps to illustrate how they might like to see West Ashley evolve in the future by describing their vision for growth, infill and retrofit. At the end of the workshop, a spokesperson from each table will report the findings and major points to the entire assembly. The goal of the Hands-on Design Sessions is to begin to forge a community consensus and develop a short and long-range vision for the future of West Ashley.

Step 2: Open Design Studio, Open House, Work-in-Progress Presentation (5 days)

Following Step 1, the Dover-Kohl team will set up an on-site, Open Design Studio in a visible, accessible, and central location for 5 days. The On-site studio will include (5) planners/illustrators from Dover-Kohl, including a Principal and Project Director, as well as

representatives from Alta (3), HWG (2), Bihl (1), Strategic Economics (1) and CityFi (1). While working in the Design Studio, the team will analyze the information gathered at the Hands-on Design Sessions and stakeholder interviews in order to formulate the initial concepts for the Master Plan. Members of City staff, elected officials, local stakeholders and the community will be invited to stop in throughout the week as new issues come to mind and to check on the project's status. The following activities will occur at the Design Studio:

Define Draft Goals, Objectives, and Policies

During the Charrette, the Dover-Kohl team will work with the City and the community to define key Goal and Objectives for the Master Plan, as well as to explore the viability of potential policies and implementation actions. The goals, objectives and policies will be used to evaluate development proposals studied for key sites, and guide growth and change throughout the district. Initial ideas will be presented to stakeholders, the community, and technical advisors throughout the week to receive immediate feedback on the direction of the West Ashley Plan.

Draft Urban Design Concepts: Illustrative Plan and Visualizations

Visualizing change is a key component of Dover-Kohl's planning approach. Illustrations can communicate ideas better than words, and are valuable tools to test or confirm plan concepts and gather meaningful input. When the planning process is complete, the imagery often lives on, documenting the vision and guiding new growth. The illustrative plan will schematically explore proposed land uses and density; access and circulation; development patterns, including reuse of abandoned area and distribution of infrastructure; and green infrastructure concepts. Project renderings will explore proposed neighborhood and street design interventions on key sites, to demonstrate feasibility of implementation and test Plan policies.

Draft Transportation Concepts

Alta Planning + Design will work in collaboration with Bihl Engineering and CitiFi to present, refine, and shape transportation-related concepts and issues throughout the Charrette. Alta's focus will be on developing/refining overall transportation goals, objectives and policies; identifying major district multimodal facility/service investments by mode (streets/roadways, transit, and walk/bike); and creating a specialized plan for the district that identifies key street improvements to benefit multimodal mobility. The focus will be on solutions that move people, and not just cars, by closing gaps among and between modes and minimizing or eliminating barriers to travel modes other than personal motor vehicle. The transportation team will work hand in hand with the urban design team to develop multimodal solutions that connect rather than divide the community, and provide the community with viable choices of how they move about. By engaging stakeholders and jurisdictional agencies (such as SCDOT and CARTA) during the charrette, the team can quickly gain consensus on potential solutions that make West Ashley better connected. CityFi will also assess technologies, business models and shared mobility options to enhance the master plan and help meet the cities goals in tighter timeframes.

Draft Green Infrastructure Concepts

Horsley Witten Group (HWG) team members will work collaboratively with the urban design team to provide recommendations for open space, stormwater infrastructure and tree preservation/coverage approaches in conjunction with urban design and transportation recommendations, and contribute to development of the draft illustrative plan. HWG will provide concept-level evaluation of stormwater management strategies, and will prepare

sketches and illustrations to communicate concepts to stakeholders and to be incorporated into the illustrative plan and Work-in-Progress Presentation.

Economic Analysis of Design Concepts

During the Charrette, Strategic Economics will work interactively with the Consultant team to apply the lessons learned from the Phase 1 review of market conditions. As new plan ideas are investigated, the market viability of these concepts will be evaluated. Strategic Economics will meet with developers active in the City to understand opportunities and barriers to investment on key opportunity sites, and ways to encourage private investment. Meetings with City officials and area stakeholders will begin to identify funding tools, policies and strategies for implementation.

Implementing Change

Throughout this phase, CityFi will collaborate with the Dover-Kohl team and provide recommendations and strategies for implementing best practice innovations - including internal process improvements and metrics for evaluating project success; advanced technologies; and finance models. In addition, CityFi will identify potential public-private partnerships and sustainable approaches to support the execution of the plan.

Technical Meetings

While working in the Open Design Studio, the Dover-Kohl team will schedule various technical meetings with government agencies, City officials and staff, key property owners, developers, neighborhood associations, community groups, and other key stakeholders. These meetings will assist in the team's continued understanding of the physical, market, and organizational forces that are shaping West Ashley, and provide the team with direct feedback on developing Plan concepts.

Open House

On an agreed-upon day of the Open Design Studio, the Dover-Kohl team will pin-up draft ideas for an informal Open House in the Design Studio, thus allowing the community an opportunity to gather and provide input; the Open House offers an important feedback loop while the planning concepts are evolving.

Work-in-Progress Presentation

At the end of the Charrette the team will present the accumulated work at a "Work-in-Progress" Presentation. Sketches and visualizations will be presented illustrating the district's hypothetical evolution, depicting areas of growth and retrofit, and presenting initial concepts for implementation. These initial plans and illustrations will demonstrate the vision for the future. The Vision and the Goals and Policies will be introduced and discussed; various methods of community participation (including keypad polling, exit surveys, and small group conversations) will be used to gather feedback on the ideas presented, which will help refine Plan ideas during Phase 3.

PHASE 2 DELIVERABLES:

- Produce Detailed Charrette Schedule
- Lead Kick-off and Hands-on Design Sessions (up to 4 workshops)
- On-Site Design Studio (5 days) during which the following will be produced:
 - Draft Goals, Objectives & Policies

- Draft Illustrative Plan & Visualizations
- Draft Transportation Concepts
- Draft Green Infrastructure Concepts
- Economic Analysis of Design Concepts
- Draft Implementation Concepts
- Powerpoint Presentations:
 - Kick-off Presentation
 - Work-in-Progress Presentation

PHASE 3: MASTER PLAN (MONTHS 3 - 5)

The compact, high-energy format of the Charrette is designed to make major advances towards the creation of the Master Plan. A draft vision for future growth, suburban retrofit, and preservation in the West Ashley district, designed in public, will emerge during the Charrette. After the Charrette, the Dover-Kohl team will refine the charrette work products and assemble the Master Plan document. Regular communications via conference calls and web-ex meetings will ensure that the Master Plan document meets the expectations and the City of Charleston's needs.

TASK 3.1: REFINE PLAN GRAPHICS

The Dover-Kohl team will refine the Charrette graphics and visualizations based on feedback received from the community and stakeholders. The final graphics are anticipated to include visualizations, an Illustrative Master Plan depicting areas where growth and change are anticipated, as well as diagrams and illustrations to convey key concepts. The Plan and illustrations will address the desired future vision and community design, as well as sustainable development and planning practices. The illustrations will demonstrate a manner in which the vision and goals can be applied, and provide a framework for future decision making. The Final Plan illustrations are anticipated to include:

- **Illustrative Plan (1)**, drawn to depict the vision for future growth and development.
- **Perspective Renderings (6)**, rendered in color showing key sites or significant design concepts.
- **Diagrams** communicating key ideas for urban design, transportation and green infrastructure improvements in the West Ashley Neighborhood.

TASK 3.2: DRAFT MASTER PLAN DOCUMENT

The Dover-Kohl team will prepare a draft Master Plan document that integrates the vision, goals, objectives, and policies identified through the charrette process, to guide West Ashley's growth, retrofit, and conservation. The Plan document will be concise and highly visual, featuring the final illustrations and renderings, engaging graphic design and infographics to present the community vision for urban design, housing, multi-modal transportation, infrastructure, and economic development.

The exact format for the Master Plan will be determined in consultation with the City; however, we have created a provisional outline, based on the information provided by the City of Charleston. The Plan will be organized around key topics/elements to comprehensively approach the strategy for future evolution of the built environment; topics are anticipated to include:

- **Community Design and Land Use** (addressing sustainable land use patterns, urban design and placemaking, retrofit of underutilized lands, community health/quality of life, and historic/cultural resources);
- **Housing** (promoting desirable and resilient neighborhoods that include variety, affordability, and accessibility);
- **Transportation** (addressing all modes of transportation – walking, biking, driving and transit -- with an emphasis on livability and mobility, as well as overall connectivity and the impact of technology on future systems);
- **Green Infrastructure** (addressing public facilities such as the open space framework, sustainability, stormwater design and environmental resources); and
- **Economic Development** (identifying Plan policies and implementation strategies that can encourage desired development and promote community prosperity).

Each topic above will contain four primary sections:

- **Existing Conditions:** A summary existing physical conditions as well as the existing regulatory framework and market conditions that is shaping the current development form of West Ashley.
- **Community Concerns:** A summary of primary themes and points of consensus gathered through Phase 1 interviews, online tools, and the Charrette process.
- **Community Vision:** The vision for West Ashley will include strategies for addressing identified community concerns, featuring the physical planning begun on the Charrette (illustrative plans, change-over time illustrations, and diagrams / images conveying key principles). In addition, the vision will contain Goals, Objectives, and Policies to guide the implementation of the vision for each plan element.
- **Implementation Strategy:** The Plan will describe key actions for the City, as well as other public and private entities, in carrying out the plan vision. Actions will be prioritized; recommendations will identify actions to be undertaken in the near (0-2 year), mid (2-5 year), and long-term (over 5 years). Preliminary cost estimates for proposed improvements and potential funding sources (public and private) and strategies will be identified. Economic incentives and opportunities for public/private partnerships will be explored. Essential revisions to the land development regulations necessary to realize the vision will also be identified. Optionally, the strategy can also include a road map for deploying smart city technologies.

TASK 3.3: REVIEW MEETINGS WITH CITY STAFF

Key members of the Dover-Kohl team will participate, by web-ex, in monthly or bi-monthly review meetings with City Staff to review work-in-progress on the draft plans, illustrations, and report recommendations, and gather feedback. Up to five (5) meetings via webex are anticipated during Phase 3 in the project schedule.

PHASE 3 DELIVERABLES:

- Refine Plan Graphics
 - **Illustrative Plan (1)**
 - **Perspective Renderings (6)**
 - **Diagrams** communicating key ideas for urban design, transportation and green infrastructure improvements in the West Ashley Neighborhood.
- Draft Master Plan Summary Report

- Review Meetings with City via web-ex (up to 5)

PHASE 4: REVIEW & PRESENTATION (MONTHS 6+)

In Phase 4 of the project, the team will work with City staff to finalize, review, revise, and present the work products for the West Ashley Master Plan.

TASK 4.1: SUBMIT THE “PUBLIC DRAFT” FOR REVIEW

Dover, Kohl & Partners will assemble and submit a “Public Draft” West Ashley Master Plan document to the City for community review. The public draft will incorporate all plan graphics and summary text / recommendations as described in Tasks 3.1 – 3.2.

TASK 4.2: REVISE AND PRODUCE “FINAL DRAFT”

The Dover-Kohl team will work with the City over an agreed-upon period of time, with up to two rounds of revision to refine and revise the Master Plan document. A “Final Draft” of the Master Plan will then be submitted.

TASK 4.3: FINAL MEETINGS & PRESENTATIONS

Dover-Kohl will return to West Ashley for meetings with City Staff, and to present the Plan documents to the community as well as approval boards. The project budget includes up to two, 1-day long trips (for meetings and presentations) by representatives from Dover-Kohl during Phase 4

PHASE 4 DELIVERABLES:

- Master Plan Summary Report (“Public Draft”)
- Two rounds of revision, “Final Draft” Summary Report
- Final Presentation(s) (as scheduled over two, 1-day trips)

PHASE 5: OPTIONAL/ADDITIONAL SERVICES

At the request of the City, the Dover-Kohl team can perform optional tasks, or provide additional services to assist with implementation of Plan ideas. Optional/Additional Services will be subject to additional hourly or fixed fees, as approved by the City. Services may include:

- A **MySidewalk Forum** can be incorporated into the project website. MySidewalk (formerly Mindmixer) is an online tool that functions as a virtual town hall, encouraging participants to share ideas and collaborate. Interested individuals can also keep up with the project as it progresses, allowing the team to gauge the response to emerging ideas. The online approach allows the team to reach a broader audience than just those who physically attend public meetings. Initial MySidewalk questions and site set-up/content can be coordinated with the City; the MySidewalk site can be launched in Phase 1, and promoted during Charrette events.
- **Financial Feasibility Analysis.** If desired, Strategic Economics can build a pro forma model to explore the financial feasibility of development on key opportunity sites in the Plan Area. Strategic Economics will work closely with the City and project team to

develop up to three prototypical development scenarios to be tested in the analysis. Cost and revenue assumptions in the model will be vetted with local developers. In addition to helping to identify the most feasible product types for the plan area, the analysis can provide insight on how different development standards could factor into a project's financial performance. The pro forma will test sensitivity to variables such as building heights, FARs, parking ratios, and other planning/zoning factors to provide recommendations on strategies to encourage infill development.

- **Smart City Analysis.** CityFi can broadly assess the current technologies employed in the public way in West Ashley from public WiFi, embedded sensors, parking payment systems to traffic cameras to existing plans for future implementations to assess intersections with the master planning process.
- **Additional Services** (following completion of this scope of work) could include:
 - Attending additional meetings for Plan review or approval beyond those covered in this scope of work.
 - Reviewing development plans for consistency with the ideas developed for the Plan.
 - Producing additional illustrations, or providing additional revisions to the report, illustrative plan or illustrations.
 - Strategize funding, outreach, change management and pilot opportunities for transportation and open space implementation
 - Producing a Form-Based Code to guide new development. Our team is experienced with drafting code elements, integrating the code within the existing regulatory structure, obtaining community feedback, and assisting with adoption and implementation.

EXHIBIT E

COST SUMMARY

1. PROFESSIONAL FEES & REIMBURSABLE EXPENSES

The City shall make payment to the Consultant Team of professional fees in the amount not to exceed \$493,800.00 for the completion of the work in Phases 1 - 4 of the Agreement, including reimbursable expenses not to exceed \$38,400. The total for each Phase described in the Scope of Work (professional fees and reimbursable expenses) shall be as stated below. The payment of this sum shall be apportioned into payments (typically monthly) corresponding to invoices specifying the percentage of work completed and any expenses incurred. Fees for Optional or Additional Services (Phase 5) will be billed in accordance with Section 2 of this Exhibit.

PHASE 1: ANALYSIS	\$ 107,760
PHASE 2: CHARRETTE	\$ 175,600
PHASE 3: MASTER PLAN	\$ 135,600
PHASE 4: REVIEW & PRESENTATION	\$ 36,440
TOTAL PROFESSIONAL FEES:	\$ 455,400
REIMBURSABLE EXPENSES	\$ 38,400
TOTAL COST (including expenses):	\$ 493,800

TOTAL COST BY FIRM:	DOVER, KOHL & PARTNERS:	\$208,550.
	ALTA PLANNING + DESIGN	\$ 77,250.
	BIHL ENGINEERING	\$ 26,300.
	HORSLEY WITTEN GROUP	\$ 77,250.
	STRATEGIC ECONOMICS	\$ 74,450.
	CITYFI	\$ 30,000.

2. ADDITIONAL SERVICES

Services not specifically described in this Agreement shall be considered Additional Services. Upon written City approval, the Consultant Team will proceed with additional services tasks, which shall be performed for an agreed-upon hourly basis or fixed fee, in addition to the above-described professional fees.

3. CITY SUPPORT

The consultant team's completion of tasks within a timely basis and within budget is contingent on the City providing available information and its participation with respect to certain project activities:

- A. To facilitate communications, the City should provide a single point of contact for logistical needs for the consultant team.
- B. The City will assist with public outreach throughout the project. This includes working with the Consultant Team to identify key stakeholders, contacting stakeholders to coordinate attendance at site visit and charrette stakeholder meetings, and the printing and distribution of materials to promote Charrette events.
- C. The City will provide relevant base data and information, including existing zoning regulations, comprehensive plans, and other relevant regulatory documents; GIS base data of existing conditions; and all known planned, approved, or proposed public or private improvements within the project study area. The consultant team will provide a list of requested information at the onset of the project.
- D. The City will assist with scheduling and securing meeting spaces for project meetings and presentations.
- E. In order to conduct a successful Charrette process:
 - a. The City will identify table facilitators as needed for the Hands-on Design Workshops. The consultant team will provide a briefing/instruction for all facilitators. There should be one (1) facilitator per every ten (10) attendees to the workshop.
 - b. The City will provide meeting spaces for Charrette events, including meeting rooms, presentation rooms, studio workspace and basic equipment. Consultant will provide a list of needed equipment for the studio space (tables, chairs, etc).
 - c. The City will provide for video recording of all public meetings and workshops, if desired.
 - d. The City should make every effort to ensure the attendance of a majority of elected officials and stakeholders at Planning Workshop presentations.
- F. The City will be responsible for distribution of draft report materials for community/stakeholder review (the consultant will post materials on the project website).
- G. The City will be responsible for providing a unified set of comments to draft deliverables within an agreed timeframe.



5a.)

Ratification
Number _____

A N O R D I N A N C E

AN ORDINANCE TO AMEND THE BUSINESS LICENSE ORDINANCE FOR THE CITY OF CHARLESTON TO REINSERT THE LONGSTANDING BUSINESS LICENSE EXEMPTION FOR OWNERS OF FOUR OR FEWER RESIDENTIAL DWELLING UNITS THAT WAS INADVERTENTLY LEFT OUT WHEN THE CITY CHANGED OVER FROM USING THE SIC CODE SYSTEM TO THE NAICS CODE SYSTEM.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Section 24 of the Business License Ordinance of the City of Charleston is hereby amended by adding thereto the following underlined words, which shall read as shown on Exhibit A attached heretofore and incorporated fully herein as if same were fully written.

Section 2. This Ordinance shall become upon ratification.

Ratified in City Council this ____ day of _____, in
the Year of Our Lord, 2017, and in the ____ Year of the
Independence of the United States of America.

BY: _____

John T. Tecklenburg
Mayor, City of Charleston

ATTEST:

BY: _____

Vanessa Turner Maybank
Clerk of Council

City of Charleston Business License 2017 Rate Classification Index

Sec. 24

**NAICS
Code**

Industry Sector

RATE CLASS 1

22	Utilities
313	Textile and textile product mills
321	Wood products
331	Primary metal industries
42	Wholesale trade
441	Motor vehicle and parts dealers
443	Electronic and appliance stores
445	Food and beverage stores
447	Gasoline stations
451	Sporting goods, hobby, book, and music stores
452	General merchandise stores
454	Nonstore retailers
623	Nursing and Residential Care Facility
721	Accommodation

RATE CLASS 2

11	Agriculture, forestry, hunting and fishing
311	Food manufacturing
315	Apparel
316	Leather and allied products
322	Paper products
323	Printing and related support activities
324	Petroleum and coal products
327	Nonmetallic mineral products
332	Fabricated metal products
333	Machinery
335	Electrical equipment, appliances, and components

336	Transportation equipment
337	Furniture and related products
442	Furniture and home furnishing stores
444	Building material and garden equipment and supplies dealers
446	Health and personal care stores
448	Clothing and accessories stores
453	Miscellaneous store retailers
48	Transportation, except rail
493	Warehousing and storage facilities
524	Insurance agents, brokers, and related activities
532	Rental and leasing services
562	Waste management and remediation services
722	Food services and drinking places
811	Repair and maintenance
8111	Auto repair and maintenance

RATE CLASS 3

325	Chemical manufacturing
339	Other miscellaneous manufacturing
51	Information
512	Motion picture and sound recording
515	Broadcasting (except internet) and telecommunications
517	Telecommunications
56	Administrative and support and waste management and remediation services
561	Administrative and support services
71	Arts, entertainment, and recreation
712	Museums, Historical Sites and similar institutions

RATE CLASS 4

334	Computer and electronic products
511	Publishing industries (except 511210)
518	Internet service providers, web search portals, and data processing
62	Health care and social assistance

RATE CLASS 5

519	Other Information Services
522	Credit intermediation and related activities
53	Real estate and rental and leasing
54	Professional, scientific, and technical services
55	Management of companies
61	Educational services
812	Personal and laundry services
813	Religious, grantmaking, civic, professional, and similar organizations

RATE CLASS 6

21	Mining
531	Real estate

RATE CLASS 7

52	Finance and insurance
523	Securities, commodity contracts, and other financial investments
525	Funds, trusts and other financial vehicles
5311	Lessors of real estate (including mini warehouses and self storage)
<u>53110</u>	<u>Lessors of Residential Buildings and Dwellings (owners falling under this NAICS Code who have four or fewer dwelling units are exempt)</u>
5416-5419	Other professional, scientific, and technical services

RATE CLASS 8

23	Construction
4411	Automobile Dealers
4412	Other Motor Vehicle Dealers
482	Rail Transportation
5241	Insurance Carriers
52421	Insurance Brokers for non-admitted Insurance Carriers
7131	Amusement Parks and Arcades
7132	Nonpayout Amusement Machines

71399	All Other Amusement and Recreational Industries (pool tables)
72241	Drinking Places (Alcoholic Beverages) (After Midnight)
72551	Food Services (After Midnight)

BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE

NAICS Code	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2
21	Mining	6
2211	Electric Power Generation, Transmission and Distribution	8
2212	Natural Gas Distribution	8
22	Utilities	1
23	Construction	8
311	Food manufacturing	2
313	Textile and textile product mills	1
315	Apparel	2
316	Leather and allied products	2
321	Wood products	1
322	Paper products	2
323	Printing and related support activities	2
324	Petroleum and coal products	2
325	Chemical manufacturing	3
327	Nonmetallic mineral products	2
331	Primary metal industries	1
332	Fabricated metal products	2
333	Machinery	2
334	Computer and electronic products	4
335	Electrical equipment, appliances, and components	2
336	Transportation equipment	2
337	Furniture and related products	2
339	Other miscellaneous manufacturing	3
42	Wholesale trade	1
42393	Recyclable Material Merchant Wholesalers (Junk)	1
44-45	Retail trade (see type)	
441	Motor vehicle and parts dealers	1
4411	Automobile Dealers	8
4412	Other Motor Vehicle Dealers	8
442	Furniture and home furnishing stores	2
443	Electronic and appliance stores	1

444	Building material and garden equipment and supplies dealers	2
445	Food and beverage stores	1
446	Health and personal care stores	2
447	Gasoline stations	1
448	Clothing and accessories stores	2
451	Sporting goods, hobby, book, and music stores	1
452	General merchandise stores	1
453	Miscellaneous store retailers	2
454	Nonstore retailers	1
45439	Other Direct Selling Establishments (Peddlers)	1
48-49	Transportation and warehousing (see type)	
482	Rail Transportation	8
486	Pipeline transportation	2
493	Warehousing and storage facilities	2
51	Information	3
511	Publishing industries (except 511210)	4
512	Motion picture and sound recording	3
515	Broadcasting (except internet) and telecommunications	3
517	Telecommunications	3
51711	Cable, DSL, VoIP, etc.	8
518	Internet service providers, web search portals, and data processing	4
519	Other Information Services	5
52	Finance and insurance	7
522	Credit intermediation and related activities	5
523	Securities, commodity contracts, and other financial investments	7
524	Insurance agents, brokers, and related activities	2
5241	Insurance Carriers	8
52421	Insurance Brokers for non-admitted Insurance Carriers	8
525	Funds, trusts and other financial vehicles	7
53	Real estate and rental and leasing	5
531	Real estate	6
5311	Lessors of real estate (including mini warehouses and self storage)	7
532	Rental and leasing services	2
54	Professional, scientific, and technical services	5
5416-5419	Other professional, scientific, and technical services	7
55	Management of companies	5
56	Administrative and support and waste management and	3

	remediation services	
561	Administrative and support services	3
562	Waste management and remediation services	2
61	Educational services	5
62	Health care and social assistance	4
623	Nursing and Residential Care Facility	1
71	Arts, entertainment, and recreation	3
71119	Other Performing Arts Companies (Carnivals and Circuses)	3
712	Museums, Historical Sites and similar institutions	3
7131	Amusement Parks and Arcades	3
7132	Nonpayout Amusement Machines	8
71329	Bingo Halls	3
71399	All Other Amusement and Recreational Industries (pool tables)	3
721	Accommodation	1
722	Food services and drinking places	2
72241	Drinking Places (Alcoholic Beverages)	8
72251	Food Services (After Midnight)	8
811	Repair and maintenance	2
8111	Auto repair and maintenance	2
812	Personal and laundry services	5
813	Religious, grant making, civic, professional, and similar organizations	5
812	Personal and laundry services	5
813	Religious, grant making, civic, professional, and similar organizations	5